



# ΕΦΗΜΕΡΙΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ

## ΤΗΣ ΕΛΛΗΝΙΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ

ΤΕΥΧΟΣ ΔΕΥΤΕΡΟ

Αρ. Φύλλου 2742

29 Οκτωβρίου 2013

### ΑΠΟΦΑΣΕΙΣ

ΑΠΟΦΑΣΗ 242/29.10.2013

Έργα των πέντε υφιστάμενων συμβάσεων παραχώρησης αυτοκινητοδρόμων μεταξύ του Ελληνικού Δημοσίου και των εταιρειών ΜΩΡΕΑΣ ΑΕ, ΝΕΑ ΟΔΟΣ ΑΕ, ΟΛΥΜΠΙΑ ΟΔΟΣ ΑΕ, ΑΥΤΟΚΙΝΗΤΟΔΡΟΜΟΙ ΑΙΓΑΙΟΥ ΑΕ και ΚΕΝΤΡΙΚΗ ΟΔΟΣ ΑΕ και σε εξέλιξη διαδικασία επανεκκίνησής τους.

#### Η ΔΙΥΠΟΥΡΓΙΚΗ ΕΠΙΤΡΟΠΗ ΑΝΑΔΙΑΡΘΡΩΣΕΩΝ ΚΑΙ ΑΠΟΚΡΑΤΙΚΟΠΟΙΗΣΕΩΝ

Η Διυπουργική Επιτροπή Αναδιαρθρώσεων και Αποκρατικοποιήσεων, αποτελούμενη από τους Υπουργούς Οικονομικών, Ανάπτυξης και Ανταγωνιστικότητας, Υποδομών, Μεταφορών και Δικτύων, Περιβάλλοντος, Ενέργειας και Κλιματικής Αλλαγής, Εργασίας, Κοινωνικής Ασφάλισης και Πρόνοιας, κατά τη συνεδρίασή της την 29 Οκτωβρίου 2013 με θέμα τα έργα των πέντε υφιστάμενων συμβάσεων παραχώρησης αυτοκινητοδρόμων μεταξύ του Ελληνικού Δημοσίου και των εταιρειών ΜΩΡΕΑΣ ΑΕ, ΝΕΑ ΟΔΟΣ ΑΕ, ΟΛΥΜΠΙΑ ΟΔΟΣ ΑΕ, ΑΥΤΟΚΙΝΗΤΟΔΡΟΜΟΙ ΑΙΓΑΙΟΥ ΑΕ και ΚΕΝΤΡΙΚΗ ΟΔΟΣ ΑΕ και την σε εξέλιξη διαδικασία επανεκκίνησής τους.

Αφού έλαβε υπόψη:

1. Τις διατάξεις των άρθρων 1 έως 3 του ν. 3049/2002 (Α' 212).
2. Τις διατάξεις του άρθρου 48 του ν. 3871/2010 (Α' 141).
3. Τις διατάξεις του ν. 3986/2011 (Α' 112), και ειδικότερα των άρθρων 2 και 9.
4. Το «Πρόγραμμα Αποκρατικοποιήσεων 2012-2015» που περιλαμβάνεται ως Πίνακας II, του Κεφαλαίου Β' του Μεσοπρόθεσμου Πλαισίου Δημοσιονομικής Στρατηγικής 2011-2015 που εγκρίθηκε με το άρθρο μόνο του ν. 3985/2011 (Α' 151).
5. Το «Πρόγραμμα Αποκρατικοποιήσεων» που περιλαμβάνεται ως Παράρτημα VI στο Μνημόνιο Οικονομικής και Χρηματοπιστωτικής Πολιτικής του Μνημονίου Συνεννόησης μεταξύ της Ελληνικής Δημοκρατίας, της Ευρωπαϊκής Επιτροπής και της Τράπεζας της Ελλάδος που εγκρίθηκε με την παράγραφο 2 του άρθρου 1 του ν. 4046/2012 (Α' 28).
6. Τις διατάξεις της παραγράφου 2 του άρθρου έκτου του ν. 4079/2012 (Α' 180), με το οποίο καταργήθηκε

η Ειδική Γραμματεία Δημοσίων Επιχειρήσεων και Οργανισμών και μεταφέρθηκαν οι αρμοδιότητές της στη Διεύθυνση Δημοσίων Επιχειρήσεων και Οργανισμών της Γενικής Διεύθυνσης Οικονομικής Πολιτικής του Υπουργείου Οικονομικών.

7. Τις διατάξεις του άρθρου 12 του π.δ. 178/2000 (Α' 165), όπως τροποποιήθηκε με την παράγραφο 2 του άρθρου 31 του ν. 4141/2013 (Α' 81).

8. Τις διατάξεις του άρθρου 29Α του ν. 1558/1985, όπως το άρθρο αυτό προστέθηκε με το άρθρο 27 του ν. 2081/1992 (Α' 154), τροποποιήθηκε με την παράγραφο 2α του άρθρου 1 του ν. 2469/1997 (Α' 38) και κωδικοποιήθηκε με το άρθρο 90 του π.δ. 63/2005 (Α' 98).

9. Τις διατάξεις του άρθρου 1 του π.δ. 85/2012 (Α' 141).

10. Τις διατάξεις του π.δ. 86/2012 (Α' 141).

11. Τις διατάξεις του π.δ. 90/2012 (Α' 144).

12. Τις διατάξεις του π.δ. 118/2013 (Α' 152).

13. Τις διατάξεις του π.δ. 119/2013 (Α' 153).

14. Την υπ' αριθμ. Υ301/25.06.2013 απόφαση του Πρωθυπουργού (Β' 1594) περί καθορισμού σειράς τάξης των Υπουργείων.

15. Τις διατάξεις των άρθρων 1 έως 6 του ν. 3861/2010 (Α' 112).

16. Την υπ' αριθμ. 174/12.5.2011 (ΑΔΑ: 4ΑΘΘΗ-2Γ) απόφαση της Διυπουργικής Επιτροπής Αναδιαρθρώσεων & Αποκρατικοποιήσεων.

17. Την υπ' αριθμ. 188/15.09.2011 (ΑΔΑ: 45ΟΛΗ-617) απόφαση της Διυπουργικής Επιτροπής Αναδιαρθρώσεων & Αποκρατικοποιήσεων.

18. Την υπ' αριθμ. 200/25.01.2012 (ΑΔΑ: ΒΟΖ3Η-9Ω1) απόφαση της Διυπουργικής Επιτροπής Αναδιαρθρώσεων & Αποκρατικοποιήσεων.

19. Την υπ' αριθμ. 195/27.10.2011 (Β' 2501/2011) απόφαση της Διυπουργικής Επιτροπής Αναδιαρθρώσεων & Αποκρατικοποιήσεων για την μεταφορά στο ΤΑΙΠΕΔ περιουσιακών στοιχείων του Δημοσίου, μεταξύ των οποίων και τα οικονομικής φύσεως δικαιώματα που απορρέουν από τις πέντε υφιστάμενες συμβάσεις παραχώρησης αυτοκινητοδρόμων, ήτοι: α) την από 31.1.2007 σύμβαση παραχώρησης μεταξύ του Δημοσίου και της παραχωρησιούχου εταιρίας ΜΩΡΕΑΣ Α.Ε. που κυρώθηκε με το ν. 3559/2007 (Α' 102), β) την από 19.12.2006 σύμβαση παραχώρησης μεταξύ του Ελληνικού Δημοσίου και της παραχωρησιούχου εταιρίας ΝΕΑ ΟΔΟΣ Α.Ε., που κυρώθηκε με το ν. 3555/2007 (Α' 81), γ) την από 27.7.2007 σύμβαση

παραχώρησης μεταξύ του Δημοσίου και της παραχωρησιούχου εταιρίας ΟΛΥΜΠΙΑ ΟΔΟΣ Α.Ε. που κυρώθηκε με το ν. 3621/2007 (Α' 279), δ) την από 28.6.2007 σύμβαση παραχώρησης μεταξύ του Δημοσίου και της παραχωρησιούχου εταιρίας ΑΥΤΟΚΙΝΗΤΟΔΡΟΜΟΙ ΑΙΓΑΙΟΥ Α.Ε., που κυρώθηκε με το ν. 3605/2007 (Α' 190) και ε) την από 31.5.2007 σύμβαση παραχώρησης μεταξύ του Δημοσίου και της παραχωρησιούχου εταιρίας ΚΕΝΤΡΙΚΗ ΟΔΟΣ Α.Ε., που κυρώθηκε με το ν. 3597/2007 (Α' 168).

20. Την υπ' αριθμ. Υ159/13.8.2012 απόφαση του Πρωθυπουργού περί ανάθεσης καθηκόντων συμβούλου επί θεμάτων που άπτονται του συντονισμού της διαπραγμάτευσης σχετικά με τα έργα των μεγάλων αυτοκινητοδρόμων στον Ευθύμιο Βιτάλη του Ορέστη (Β' 2332), καθώς και τις υπ' αριθμ. Υ225 (Β' 6) και Υ310 (Β' 1730) όμοιες αποφάσεις με τις οποίες παρατάθηκε η ανάθεση των ανωτέρω συμβουλευτικών υπηρεσιών έως 30.9.2013.

21. Τις υπ' αριθμ. 742/18.11.2011 (Β' 2828) και ΕΓΔΕΚΟ 2647/12.3.2012 (Β' 788) αποφάσεις του Υπουργού Οικονομικών περί υπεισέλευσης της εταιρίας «Ταμείο Αξιοποίησης Ιδιωτικής Περιουσίας του Δημοσίου Α.Ε.» στα δικαιώματα και τις υποχρεώσεις που απορρέουν από συμβάσεις του Δημοσίου με συμβούλους αποκρατικοποίησης.

22. Την από 25.10.13 και με Α.Π. 11006 επιστολή του ΤΑΙΠΕΔ από την οποία προκύπτει, ιδίως, ότι η παρακολούθηση και ο συντονισμός του έργου των συμβούλων που παρέχουν υπηρεσίες προς υποστήριξη του Υπουργείου Υποδομών, Μεταφορών και Δικτύων στο έργο της επανεκκίνησης των Συμβάσεων Παραχώρησης Αυτοκινητοδρόμων (Ομάδα Ι) ανελήφθη από τον Αύγουστο 2012 από το σύμβουλο του Πρωθυπουργού, Ευθύμιο Βιτάλη, με αποτέλεσμα να είναι αναγκαία η μεταφορά του εν λόγω σκέλους των συμβάσεων που αφορούν την Ομάδα Ι προς το Ελληνικό Δημόσιο για την ορθολογική και αποτελεσματική παρακολούθηση της παροχής των παρεχόμενων υπηρεσιών.

23. Την από 25.10.13 και με Α.Π. 11007 επιστολή του ΤΑΙΠΕΔ από την οποία προκύπτει το σύνολο των αμοιβών και εξόδων που έχουν τιμολογηθεί στο ΤΑΙΠΕΔ, η καταβολή των οποίων δεν θα βαρύνει το Ελληνικό Δημόσιο.

24. Το γεγονός ότι από την παρούσα προκύπτει δαπάνη εις βάρος του κρατικού προϋπολογισμού σύμφωνα με τα προβλεπόμενα στις συνημμένες συμβάσεις, η οποία θα καλυφθεί από το Πρόγραμμα Δημοσίων Επενδύσεων μέσω μεταφοράς των σχετικών κονδυλίων στον προϋπολογισμό του Υπουργείου Οικονομικών.

25. Την προφορική εισήγηση του Υπουργού Οικονομικών και του Υπουργού Υποδομών, Μεταφορών και Δικτύων, αποφασίζει:

1. Την έγκριση της υπεισέλευσης του Ελληνικού Δημοσίου, με την έκδοση απόφασης του Υπουργού Οικονομικών σύμφωνα με την παρ. 2 του άρθρου 9 του ν. 3986/2011 και χωρίς άλλη διατύπωση, στα δικαιώματα και υποχρεώσεις που απορρέουν από τις κάτωθι συμβάσεις:

α) Την από 10.10.2011 σύμβαση παροχής χρηματοοικονομικών υπηρεσιών με τις εταιρίες BARCLAYS CAPITAL και N.M.ROTHCHILD & SONS LIMITED, η διάρκεια της οποίας παρατάθηκε έως και 30.10.2013 με την από 09.10.2013 Πρόσθετη Πράξη που συνήφθη μεταξύ των ως άνω εταιριών και του ΤΑΙΠΕΔ.

β) Την από 21.10.2011 σύμβαση παροχής χρηματοοικονομικών υπηρεσιών με την εταιρία ERNST & YOUNG, η διάρκεια της οποίας παρατάθηκε έως και 4.11.2013 με την από 17.10.2013 Πρόσθετη Πράξη που συνήφθη μεταξύ της ως άνω εταιρίας και του ΤΑΙΠΕΔ.

γ) Την από 14.2.2012 σύμβαση παροχής νομικών υπηρεσιών με τις συμπράττουσες δικηγορικές εταιρίες «ΖΕΜΠΕΡΗΣ, ΜΑΡΚΕΖΙΝΗΣ, ΛΑΜΠΡΟΥ & ΣΥΝΕΡΓΑΤΕΣ» και «ΤΣΙΜΠΑΝΟΥΛΗΣ & ΣΥΝΕΤΑΙΡΟΙ ΕΤΑΙΡΙΑ ΔΙΚΗΓΟΡΩΝ».

δ) Την από 14.2.2012 σύμβαση παροχής τεχνικών υπηρεσιών με τις εταιρίες «STEER DAVIES & GLEAVE LIMITED» και «ΔΡΟΜΟΣ ΣΥΜΒΟΥΛΟΙ ΜΕΛΕΤΗΤΕΣ ΕΠΕ», και

ε) Την από 17.2.2012 σύμβαση παροχής νομικών υπηρεσιών με την εταιρία «SNR DENTON UK LLP»

(όλες από κοινού στο εξής οι «Συμβάσεις Συμβούλων»), κατά το μέρος αυτών που αφορά στην παροχή συμβουλευτικών υπηρεσιών ως προς την Ομάδα Ι (Cluster Ι), στην οποία, σύμφωνα με τις Συμβάσεις Συμβούλων, περιλαμβάνονται οι κατωτέρω συμβάσεις παραχώρησης αυτοκινητοδρόμων που έχει συνάψει το Ελληνικό Δημόσιο:

αα) η από 31.1.2007 σύμβαση παραχώρησης μεταξύ του Ελληνικού Δημοσίου και της παραχωρησιούχου εταιρίας ΜΩΡΕΑΣ Α.Ε. που κυρώθηκε με το ν. 3559/2007 (Α' 102)

ββ) η από 19.12.2006 σύμβαση παραχώρησης μεταξύ του Ελληνικού Δημοσίου και της παραχωρησιούχου εταιρίας ΝΕΑ ΟΔΟΣ Α.Ε., που κυρώθηκε με το ν. 3555/2007 (Α' 81)

γγ) η από 27.7.2007 σύμβαση παραχώρησης μεταξύ του Δημοσίου και της παραχωρησιούχου εταιρίας ΟΛΥΜΠΙΑ ΟΔΟΣ Α.Ε. που κυρώθηκε με το ν. 3621/2007 (Α' 279)

δδ) η από 28.6.2007 σύμβαση παραχώρησης μεταξύ του Δημοσίου και της παραχωρησιούχου εταιρίας ΑΥΤΟΚΙΝΗΤΟΔΡΟΜΟΣ ΑΙΓΑΙΟΥ Α.Ε., που κυρώθηκε με το ν. 3605/2007 (Α' 190) και

εε) η από 31.5.2007 σύμβαση παραχώρησης μεταξύ του Δημοσίου και της παραχωρησιούχου εταιρίας ΚΕΝΤΡΙΚΗ ΟΔΟΣ Α.Ε., που κυρώθηκε με το ν.3597/2007 (Α' 168) (εφεξής η «Ομάδα Ι»).

Το Ελληνικό Δημόσιο δεν θα υπεισέλθει στα δικαιώματα και υποχρεώσεις που απορρέουν από τις Συμβάσεις Συμβούλων, κατά το μέρος αυτών που αφορά στην παροχή συμβουλευτικών υπηρεσιών ως προς τις Ομάδες ΙΙ και ΙΙΙ (Clusters ΙΙ & ΙΙΙ), ήτοι:

αα) την παροχή υπηρεσιών σε σχέση με την αξιοποίηση δικαιωμάτων από την ανάθεση συμβάσεως παραχώρησης επί των δικαιωμάτων του Δημοσίου (ήδη του ΤΑΙΠΕΔ) επί της ΕΓΝΑΤΙΑΣ ΟΔΟΥ ΑΕ ή/και των περιουσιακών της στοιχείων, (Ομάδα ΙΙ), και

ββ) την από 3.1.1996 σύμβαση παραχώρησης μεταξύ του Δημοσίου και της παραχωρησιούχου εταιρίας ΓΕΦΥΡΑ Α.Ε., που κυρώθηκε με το ν. 2395/1996 (Α' 71), και την από 23.5.1996 σύμβαση παραχώρησης μεταξύ του Δημοσίου και της παραχωρησιούχου εταιρίας ΑΤΤΙΚΗ ΟΔΟΣ Α.Ε. που κυρώθηκε με το ν. 2445/1996 (Α' 274) (Ομάδα ΙΙΙ).

Το Ελληνικό Δημόσιο δεν θα υπεισέλθει στα δικαιώματα και υποχρεώσεις που αφορούν αμοιβές και έξοδα σε εκτέλεση των Συμβάσεων Συμβούλων, για τα οποία έχουν υποβληθεί στο ΤΑΙΠΕΔ τιμολόγια παροχής υπηρεσιών μέχρι την έναρξη ισχύος της απόφασης του Υπουργού Οικονομικών που θα εκδοθεί δυνάμει της παρ. 2 του άρθρου 9 του ν. 3986/2011.

2. Την έγκριση της τροποποίησης των Συμβάσεων Συμβούλων, κατά το μέρος που το Ελληνικό Δημόσιο θα υπεισέλθει, δυνάμει της αποφάσεως του Υπουργού Οικονομικών κατά τα οριζόμενα στην παράγραφο 1 της παρούσας, στα δικαιώματα και υποχρεώσεις που απορρέουν από αυτές και αφορούν την Ομάδα Ι, σύμφωνα με τα συνημμένα στην παρούσα απόφαση σχέδια συμβάσεων.

3. Την εξουσιοδότηση των Υπουργών Οικονομικών και Υποδομών, Μεταφορών και Δικτύων να υπογράψουν, για λογαριασμό του Ελληνικού Δημοσίου, τα συνημμένα σχέδια συμβάσεων.

4. Την επανασύσταση της Επιτροπής παρακολούθησης της εκτέλεσης και παραλαβής για τις Συμβάσεις Συμβούλων, σύμφωνα με την παρ. 3 του άρθρου 5Α του ν. 3049/2002, όπως τροποποιήθηκε με το άρθρο 31 του ν. 4141/2013, κατά το μέρος που το Ελληνικό Δημόσιο υπεισέρχεται στα δικαιώματα και υποχρεώσεις που απορρέουν από αυτές

Η παρούσα ισχύει από τη δημοσίευσή της στην Εφημερίδα της Κυβερνήσεως.

Η απόφαση αυτή να δημοσιευθεί στην Εφημερίδα της Κυβερνήσεως.

Αθήνα, 29 Οκτωβρίου 2013

Τα μέλη της Διυπουργικής Επιτροπής  
Αναδιαρθρώσεων και Αποκρατικοποιήσεων

ΟΙ ΥΠΟΥΡΓΟΙ

ΟΙΚΟΝΟΜΙΚΩΝ

ΑΝΑΠΤΥΞΗΣ ΚΑΙ ΑΝΤΑΓΩΝΙΣΤΙΚΟΤΗΤΑΣ

**ΙΩΑΝΝΗΣ ΣΤΟΥΡΝΑΡΑΣ ΚΩΝΣΤΑΝΤΙΝΟΣ ΧΑΤΖΗΔΑΚΗΣ**

ΕΡΓΑΣΙΑΣ, ΚΟΙΝΩΝΙΚΗΣ  
ΑΣΦΑΛΙΣΗΣ ΚΑΙ ΠΡΟΝΟΙΑΣ

ΥΠΟΔΟΜΩΝ, ΜΕΤΑΦΟΡΩΝ  
ΚΑΙ ΔΙΚΤΥΩΝ

**ΙΩΑΝΝΗΣ ΒΡΟΥΤΣΗΣ**

**ΜΙΧΑΗΛ ΧΡΥΣΟΧΟΪΔΗΣ**

ΠΕΡΙΒΑΛΛΟΝΤΟΣ, ΕΝΕΡΓΕΙΑΣ ΚΑΙ ΚΛΙΜΑΤΙΚΗΣ ΑΛΛΑΓΗΣ

**ΙΩΑΝΝΗΣ ΜΑΝΙΑΤΗΣ**

**ΤΡΟΠΟΠΟΙΗΣΗ ΣΥΜΒΑΣΗΣ ΠΑΡΟΧΗΣ ΥΠΗΡΕΣΙΩΝ ΧΡΗΜΑΤΟΟΙΚΟΝΟΜΙΚΟΥ  
ΣΥΜΒΟΥΛΟΥ**

Στην Αθήνα σήμερα την .../.../2013 μεταξύ:

Αφ' ενός του Ελληνικού Δημοσίου (εφ' εξής «το **Δημόσιο**»), νομίμως εκπροσωπούμενου από τους Υπουργούς Οικονομικών, κ. Ιωάννη Στουρνάρα, και Υποδομών, Μεταφορών και Δικτύων, κ. Μιχάλη Χρυσοχοϊδη, δυνάμει της υπ' αριθ. [...] απόφασης της Διυπουργικής Επιτροπής Αναδιαρθρώσεων και Αποκρατικοποιήσεων και

Αφ' ετέρου της ανώνυμης εταιρίας με την επωνυμία «ΕΡΝΣΤ ΚΑΙ ΓΙΑΝΓΚ Ανώνυμη Εταιρεία Παροχής Συμβουλευτικών Υπηρεσιών» (εφ' εξής «ο **Σύμβουλος**») που εδρεύει στο 11ο χιλιόμετρο Εθνικής Οδού Αθηνών Λαμίας, Μεταμόρφωση 144 51 και εκπροσωπείται από τον κ. Γεώργιο Σμυρνιούδη, νόμιμα εξουσιοδοτημένο για την υπογραφή της παρούσας σύμβασης

συμφωνούνται και γίνονται αμοιβαίως αποδεκτά τα εξής:

**Προοίμιο**

Το Δημόσιο και ο Σύμβουλος συνήψαν σύμβαση παροχής υπηρεσιών χρηματοοικονομικού συμβούλου με ημερομηνία 21 Οκτωβρίου 2011 (εφ' εξής «η **Σύμβαση**») μέσω της οποίας το Δημόσιο ανέθεσε στο Σύμβουλο, μεταξύ άλλων:

- i. την αξιολόγηση των χρηματοοικονομικών μοντέλων που θα υποβάλουν οι εταιρίες παραχώρησης συνοδευτικά προς τις προτάσεις τους,
- ii. την επεξεργασία των χρηματοοικονομικών μοντέλων για τη διαμόρφωση προτάσεων εκ μέρους του Δημοσίου.

Οι όροι με κεφαλαία γράμματα ορίζονται όπως Σύμβαση εκτός αν ρητώς αναφέρεται διαφορετικά στο παρόν.

**Λαμβάνοντας υπ' όψιν ότι:**

1. Το Ταμείο Αξιοποίησης Ιδιωτικής Περιουσίας του Δημοσίου Α.Ε. υπεισήλθε στα δικαιώματα και τις υποχρεώσεις του Δημοσίου από τη σύμφωνα με την Υπουργική Απόφαση 742/18.11.2011 του Υπουργού Οικονομικών (Εφημερίδα της Κυβερνήσεως Β' 2828/2011), που εκδόθηκε κατ' εξουσιοδότηση του άρθρου 9 παράγραφος 2 του Ν.3986/2011
2. Το Ελληνικό Δημόσιο υπεισήλθε στα δικαιώματα και τις υποχρεώσεις του ΤΑΙΠΕΔ όσον αφορά τα εδάφια 1.1 (i) έως και (viii) και (x) της Σύμβασης δυνάμει της υπ' αριθμό [...] απόφασης του Υπουργού Οικονομικών που εγκρίθηκε με την υπ' αριθ. [...] απόφασης της Διυπουργικής Επιτροπής Αναδιαρθρώσεων και Αποκρατικοποιήσεων (εφ' εξής «η **Σύμβαση Δ1**»)
3. Η ισχύς της Σύμβασης Δ1 έληγε την 21η Οκτωβρίου 2013 και παρατάθηκε έως 4.11.2013 με την από 17.10.2013 Πρόσθετη Πράξη που συνήφθη μεταξύ του Συμβούλου και του ΤΑΙΠΕΔ.



4. Η διαδικασία αναδιάρθρωσης των συμβάσεων παραχώρησης δεν θα έχει ολοκληρωθεί κατά πάσα εύλογη πρόβλεψη ως την ημερομηνία λήξης ισχύος της Σύμβασης Δ1, δηλαδή έως 4.11.2013.
5. Οι εταιρίες παραχώρησης αυτοκινητοδρόμων στη διενεργούμενη διαπραγμάτευση που διεξάγεται από το Ελληνικό Δημόσιο προς την εξεύρεση μόνιμης και οριστικής λύσης για τέσσερις (4) υφιστάμενες συμβάσεις παραχώρησης χρησιμοποιούν κατά τη διαδικασία διαπραγμάτευσης επικαιροποιημένα – μη ελεγμένα χρηματοοικονομικά μοντέλα των οποίων ο χειρισμός από το Σύμβουλο δεν είναι δυνατός για τη διεξαγωγή κάποιων από τις απαιτούμενες από το Ελληνικό Δημόσιο αναλύσεις ευαισθησίας,
6. Το Ελληνικό Δημόσιο κρίνει σκόπιμη την εύλογη ανεξάρτητη επισκόπηση των παραγόμενων αποτελεσμάτων των χρηματοοικονομικών μοντέλων των εταιριών παραχώρησης πριν την σύναψη τελικής συμφωνίας,

### **Άρθρο 1**

Συμφωνείται η παράταση ισχύος της Σύμβασης Δ1 έως την 15/01/2014 με σκοπό τη συνέχιση της παροχής των υπηρεσιών που προβλέπονται στα εδάφια 1.1 (i) έως και (viii) της Σύμβασης και της Σύμβασης Δ1 για τα Έργα Παραχώρησης που ορίζονται στο Προοίμιο της Σύμβασης και της Σύμβασης Δ1, εδάφια 1.2 έως και 1.5.

### **Άρθρο 2**

Συμφωνείται η επέκταση του αντικειμένου της Σύμβασης Δ1 ως εξής:

#### **Ανάπτυξη συνοπτικών προσεγγιστικών μοντέλων Έργων Παραχώρησης**

Προκειμένου ο Σύμβουλος να είναι σε θέση να παρουσιάσει σενάρια για τη διαμόρφωση προτάσεων εκ μέρους του Ελληνικού Δημοσίου για την επίτευξη συμφωνίας μόνιμης και οριστικής λύσης θα καταρτίσει για κάθε ένα από τα Έργα Παραχώρησης Αυτοκινητόδρομος Αιγαίου, Ολυμπία Οδός, Νέα Οδός, Κεντρική Οδός ένα Συνοπτικό Προσεγγιστικό Μοντέλο.

Η δομή του κάθε Συνοπτικού Προσεγγιστικού Μοντέλου για κάθε ένα από τα Έργα Παραχώρησης θα περιέχει – τουλάχιστον - τα παρακάτω χαρακτηριστικά:

1. Δομή - Περιεχόμενο
  - i.Εξαμηνιαίοι υπολογισμοί για τη διάρκεια της περιόδου παραχώρησης
  - ii.Ημερομηνίες – ορόσημα κατά την υλοποίηση της παραχώρησης
  - iii.Μακροοικονομικές παραδοχές (πχ. πληθωρισμός)
  - iv.Στοιχεία Δαπανών και εξόδων
  - v.Στοιχεία εσόδων
2. Αποτελέσματα
  - i.Πηγές και Χρήσεις Κεφαλαίων

- ii. Κατάσταση προτεραιότητας χρηματοροών (Cash waterfall)
- iii. Δείκτες κάλυψης δανειακών υποχρεώσεων
- iv. Δείκτες απόδοσης επένδυσης
- v. Φύλλο περίληψης αποτελεσμάτων
- vi. Γραφήματα

### 3. Χρήση βέλτιστων πρακτικών - Συμμόρφωση

- i. Μία εξίσωση ανά σειρά (χωρίς ενδιάμεσες αλλαγές και διακοπές – στο βαθμό του δυνατού)
- ii. Συνέπεια στις ημερομηνίες
- iii. Ροή υπολογισμών από αριστερά προς τα δεξιά και από πάνω προς τα κάτω
- iv. Αντιμετώπιση προφανούς σφάλματος (πχ κυκλικές αναφορές, κρυμμένες παραδοχές κλπ)
- v. Συμμόρφωση με τον επιχειρησιακό σχεδιασμό εκάστου Έργου Παραχώρησης, τα διαλαμβανόμενα στη Σύμβαση Παραχώρησης και τα προβλεπόμενα στο υπό διαπραγμάτευση πλαίσιο της μόνιμης και οριστικής λύσης

### 4. Αναλύσεις Ευαισθησίας

- i. Δυνατότητα διεξαγωγής αναλύσεων ευαισθησίας αναφορικά με παραμέτρους όπως: δαπάνες έργου, κόστος χρηματοδότησης, κεφαλαιακή δομή, διάρκεια παραχώρησης, περίοδος αποπληρωμής δανεισμού κλπ

Στην εργασία του Συμβούλου όπως αυτή περιγράφεται στο αμέσως ανωτέρω εδάφιο δεν περιλαμβάνεται η έκδοση πιστοποιητικού λειτουργίας του κάθε Συνοπτικού Προσεγγιστικού Μοντέλου (model audit / review).

**Άρθρο 3**

Η αμοιβή του Συμβούλου για τις υπηρεσίες του Άρθρου 1 της παρούσας ορίζεται στο ποσό των Ευρώ σαράντα χιλιάδων (45.000) πλέον του αναλογούντος ΦΠΑ πληρωτέα σε τρεις ισόποσες δόσεις των Ευρώ δεκαπέντε χιλιάδων (15.000) στις 15 Νοεμβρίου 2013, στις 15 Δεκεμβρίου 2013 και στις 15 Ιανουαρίου 2014.

Η αμοιβή του Συμβούλου για τις υπηρεσίες του Άρθρου 2 της παρούσας ορίζεται στο ποσό των Ευρώ εκατόν εξήντα χιλιάδων (160.000) πλέον του αναλογούντος ΦΠΑ πληρωτέα ως εξής:

<i>Ημερομηνία Πληρωμής</i>	<i>Ποσό σε Ευρώ</i>
15 Νοεμβρίου 2013	Πενήντα τρεις χιλιάδες (53.000)
15 Δεκεμβρίου 2013	Πενήντα τρεις χιλιάδες (53.000)
15 Ιανουαρίου 2014	Πενήντα τέσσερις χιλιάδες (54.000)

Επιπλέον στο Σύμβουλο θα καταβληθεί Αμοιβή Επιτυχίας ποσού Ευρώ εβδομήντα χιλιάδων (70.000) πλέον του αναλογούντος ΦΠΑ πληρωτέα με την υπογραφή και θέση σε ισχύ συμφωνίας μακροπρόθεσμης λύσης για κάθε ένα από τα Έργα Παραχώρησης ορίζονται στο Προοίμιο της Σύμβασης, εδάφια 1.2 έως και 1.5 ως εξής:

<b>ΥΠΟΓΡΑΦΗ ΚΑΙ ΘΕΣΗ ΣΕ ΙΣΧΥ ΣΥΜΦΩΝΙΑΣ ΜΑΚΡΟΠΡΟΘΕΣΜΗΣ ΛΥΣΗΣ (Κύρωση Τροποποιημένης Σύμβασης Παραχώρησης από το Ελληνικό Κοινοβούλιο)</b>	<b>Καταβλητέο ποσό (Ευρώ)</b>
Επίτευξη συμφωνίας μακροπρόθεσμης λύσης για 1 Έργο Παραχώρησης	Εβδομήντα χιλιάδες (70.000) προ ΦΠΑ
Επίτευξη συμφωνίας μακροπρόθεσμης λύσης για 2 Έργα Παραχώρησης	Εκατόν σαράντα χιλιάδες (140.000) προ ΦΠΑ
Επίτευξη συμφωνίας μακροπρόθεσμης λύσης για 3 Έργα Παραχώρησης	Διακόσιες δέκα χιλιάδες (210.000) προ ΦΠΑ
Επίτευξη συμφωνίας μακροπρόθεσμης λύσης για 4 Έργα Παραχώρησης	Διακόσιες ογδόντα χιλιάδες (280.000) προ ΦΠΑ

**Άρθρο 4**

Ο Σύμβουλος δικαιούται επιπλέον αποζημίωσης για δαπάνες που σχετίζονται άμεσα με την παροχή των υπηρεσιών του όπως ενδεικτικά δαπάνες ταξιδιών και μετακινήσεων, τηλεφωνίας, διαμονής εκτός έδρας.

Η αποζημίωση θα καταβάλλεται από το Δημόσιο μετά τη λήψη τιμολογίου και των σχετικών παραστατικών και δε θα δύναται να υπερβαίνει το ποσό των Ευρώ τεσσάρων χιλιάδων (4.000) ανά μήνα.

Τα μέρη συμφωνούν ότι ποσά αμοιβών και εξόδων τα οποία οφείλονται για παροχή υπηρεσιών από τη Σύμβαση Δ1 και έχουν τιμολογηθεί προς το ΤΑΙΠΕΔ μέχρι την ημερομηνία έναρξης ισχύος της υπ' αριθ. .... Απόφασης του Υπουργού Οικονομικών με την οποία έλαβε χώρα η υπεισέλευση του Ελληνικού Δημοσίου στη θέση του ΤΑΙΠΕΔ εξακολουθούν να αποτελούν συμβατικές υποχρεώσεις του ΤΑΙΠΕΔ.

Αντίθετα, ποσά αμοιβών και εξόδων τα οποία πρόκειται να τιμολογηθούν σε χρόνο μετά την έναρξη ισχύος της υπ' αριθ. .... Απόφασης του Υπουργού Οικονομικών και την υπεισέλευση του Ελληνικού Δημοσίου στη θέση του ΤΑΙΠΕΔ σχετικά με την Σύμβαση Δ1 ή/και την τροποποίηση αυτής, αποτελούν πλέον συμβατικές υποχρεώσεις του Ελληνικού Δημοσίου και τιμολογούνται προς αυτό.

Προς αποφυγή παρανόησης διευκρινίζεται υπέρ του ΤΑΙΠΕΔ και δηλώνεται από το Σύμβουλο και το Ελληνικό Δημόσιο ότι μετά την έναρξη ισχύος της υπ' αριθ. .... Απόφασης του Υπουργού Οικονομικών με την οποία λαμβάνει χώρα η υπεισέλευση, ο Σύμβουλος διατηρεί το δικαίωμα Αμοιβής Επιτυχίας (σε περίπτωση υπογραφής και θέσεως σε ισχύ μακροπρόθεσμης λύσης) αποκλειστικά και μόνο έναντι του Ελληνικού Δημοσίου και το ΤΑΙΠΕΔ απαλλάσσεται από τη σχετική υποχρέωση.

Κατά τα λοιπά παραμένουν αμετάβλητοι σε ισχύ οι όροι της Σύμβασης Δ2.

**Τα συμβαλλόμενα μέρη**

Για το

**Δημόσιο**

Για το

**Σύμβουλο**



**THIS AGREEMENT IS BASED ON THE ORIGINAL AGREEMENT OF 14.02.2012** and it is made on this 30th day of October 2013

**BETWEEN**

1) **The Hellenic Republic**, represented by the Minister of Finance of Greece, Mr. Ioannis Stournaras seated at Nikis street 5-7, GR-105 62 Athens, Greece (Ministry of Finance) and the Minister of Infrastructures, Transportation and Networks (MITN), Mr. Michalis Chrisochoidis seated at Charilaou Trikoupi street 182, GR-114 72 Athens Greece (MITN) (**the “Client”**)

**AND**

2) **Steer Davies & Gleave LTD**, a company duly organised and existing under the laws of England, registered in England under company number 1883830 and having its registered office at 28-32 Upper Ground London SE1 9PD, duly represented by Charles Russell ( **“SDG”**);

3) **DROMOS Consulting Ltd**, a company duly organised and existing under the laws of Greece, having its registered office at 27 Monemvassias Str., Amaroussion, 151 25 Athens, Greece, V.A.T. Number 095612120, Amaroussion Tax Authority, duly represented by Mr Konstantinos Zekkos (**“DROMOS”**)

SDG and DROMOS hereinafter jointly referred to as the **“Consultant”**.

The Client and the Consultant hereinafter individually referred to as **“Party”** and collectively as the **“Parties”**.

**PREAMBLE**

A. Pursuant to a Decision of the Interministerial Committee of Asset Restructuring and Privatisation (**“ICARP”**), number 200/25.01.2012, published to the Government site **“DIAVGIA”** with number **ΑΔΑ: ΒΟΖ3Η-9Ω1**, the Hellenic Republic (HR) represented by the Minister of Finance, assigned to the Consultant -after a tender process- the provision of technical services in relation to the Hellenic Motorway Concession Projects.

B. By virtue of the aforementioned (A) Decision, a contract for the assignment of provision of technical services to HR was signed on 14.02.2012 (thereafter the **“Contract”**).

C. Subsequently, by virtue of the Decision of the Minister of Finance **“Subrogation of “Asset Development Fund S.A.” into the rights and obligations arising from government contracts with privatization consultants” ΕΓΔΕΚΟ<sup>1</sup> 2647/12.3.2012 (OJ B’ 788/16.3.2012)**, the Societe Anonym under the trade name **“Asset Development Fund S.A.”** (thereafter the **“Fund”**) was subrogated into the rights and obligations of the HR arising from the **“Contract”** for provision of services,

---

<sup>1</sup> ΕΓΔΕΚΟ - Special Secretariat of Public Enterprises and Organisations.

D. By virtue of the .....Decision of Minister of Finance, the HR superseded rightfully and without any other formality into all existing and future rights and obligations of the Asset Development Fund derived from the "Contract", exclusively on its part related to the provision of technical services for Cluster I projects.

F. The Client, due to the need for an extended time-frame for the completion of the reset process of Cluster I projects, has requested the provision of additional services beyond the six (6) month contractual period for the provision of Cluster I technical services which commenced at 05.12.2011, under the terms of the Additional Services Clause included in Appendix A - Service Description of the "Contract". The additional services were provided from 05.05.2012 to 31.07.2012 under ADF's supervision and from 01.08.2012 to this date under MITN supervision.

G. Pursuant to the Interministerial Decision, number ....., published to the Government site "DIAVGIA" with number ΑΔΑ: ....., the Client hereby engages the Consultant and the Consultant provides the additional services on the terms of this Agreement in consideration for the Fees. The Additional Services Description is presented below.

In view of the above the parties agree the following:

1. The Client hereby acknowledges the Cluster I additional services that were rendered from May 5<sup>th</sup> 2012 up to this date and will compensate the Consultant for such additional services, in accordance with the terms of this Agreement and the attached Payment Schedule for the Additional Services.
2. The provision of other additional services pursuant to this Agreement (services that have not already commenced), shall commence on the date on which the Consultant will be instructed in writing by the Client to initiate provision of such services for Cluster I of the Project or as otherwise agreed in writing by the parties.
3. All other clauses of the "Contract" stand as they are stated therein.

#### **Additional Services Description**

The Consultant has already provided the Client with additional technical and traffic consultancy services in connection with Cluster I Projects from 05.05.2012 to date. The Consultant shall also provide the Client with additional technical and traffic consultancy services in connection with Cluster I Projects for a duration of two and a half months from the date of signing this Agreement. The validity of the "Contract" remains until 31.01.2014.

The Services refer to the continuation of assisting in discussions / negotiations and advise on technical issues for all Cluster I Concession Contracts

**DELIVERABLE B5v:** Interim Report I on the additional support services in discussions / negotiations and advise on technical issues for all Cluster I Concession Contracts, from the commencement date to 31st July 2012.

**DELIVERABLE B5vi:** Interim Report II on the additional support services in discussions / negotiations and advise on technical issues for all Cluster I Concession Contracts, from 1<sup>st</sup> August 2012 to 31<sup>st</sup> July 2013.

**DELIVERABLE B5vii:** Final Report of support services in discussions / negotiations for all Cluster I Concession Contracts, from 1<sup>st</sup> August 2013 to 31st January 2014.

All Deliverables will be provided in electronic format, as well as paper format (3 copies per deliverable)

#### **Payment Schedule**

The HR agrees to pay the Consultant for the additional Services on Cluster I in the amount not to exceed Two Hundred and Forty Thousand Euro and Zero cents (€240,000.00) and the “Consultant” accepts to be paid on time-based compensation according to the Additional Services Clause included in Appendix A of the “Contract”, applying a flat discount of 20% on the time-related charges included in it.

The invoicing schedule is set out below. This is based on the program of deliverables and on the fact that work on Cluster 1 commenced at 05.05.2012.

<b>Invoice</b>		<b>Deliverable</b>	
Interim Report on Cluster I Continuing Discussions/ Negotiations up to 31 <sup>st</sup> July 2012	Cluster 1	B5v	€115,000
Interim Report II on Cluster 1 Continuing Discussions / Negotiations up to 31 <sup>st</sup> July 2013	Cluster 1	B5vi	€ 105,000
Final Report on Cluster 1 Conclusion of Discussions / Negotiations	Cluster 1	B5vii	€ 20,000

Payment of invoices will be effected within 60 calendar days following submission of each deliverable, or within 30 calendar days following approval of each deliverable, whichever of the two is earlier.

The Parties hereto have duly executed this Agreement in three (3) original copies through their duly authorised representatives as of the day and year first above written, and each Party keeps one (1) original copy hereof respectively.

Signed for and on behalf of the Hellenic Republic

By Ioannis Stournaras

---

**Minister of Finance**

By Michalis Chrisochoidis

---

**Minister of Infrastructures, Transportation and  
Networks**

Signed for and on behalf of SDG

By \_\_\_\_\_

Signed for and on behalf of DROMOS

By \_\_\_\_\_



**Strictly Private and Confidential**

The Hellenic Republic  
*As represented by*  
The Ministry of Finance  
5-7 Nikis Street  
010 84 Athens  
Greece

30 October 2013

Dear Sirs,

**Project Daedalus I**

We refer to the appointment letter between Barclays Bank PLC, acting through its investment bank (formerly known as Barclays Capital) ("Barclays"), N M Rothschild & Sons ("Rothschild" and together with Barclays, the "Banks" and each one individually, a "Bank") and the Hellenic Republic (the "HR") dated 10 October 2011 (the "2011 Letter") signed in connection with Banks' services relating to Project Daedalus.

At the request of the HR, the Banks have agreed to enter into this letter (the "Letter") which will update and replace the terms and conditions upon which the HR engaged the Banks in relation to Cluster 1 Transactions (as defined in the 2011 Letter), without prejudice to any of the accrued rights and liabilities of the parties, except as specified however by the following:

- a) The Banks and the HR hereby acknowledge that any rights of the Banks concerning fees and expenses invoiced to the Hellenic Republic Asset Development Fund (the "**Fund**") prior to the publication of Decision ..... of the Minister of Finance effecting the substitution of the Fund by the HR in relation to the Cluster 1 Transaction services by the Letter shall be for the account of the Fund.
- b) Any amounts of fees and expenses invoiced (either pursuant to the 2011 Letter and/or the Letter) after the publication of Decision ..... of the Minister of Finance substituting the Fund by the HR in relation to the Cluster 1 Transactions (including, for the avoidance of doubt, any fees and expenses incurred by the Banks prior to the publication of Decision ..... of the Minister of Finance but only invoiced after

Rothschild  
New Court, St Swithin's Lane  
London EC4P 4DU, United Kingdom

Tel +44 (0)20 7280 5000  
Fax +44 (0)20 7280 5671  
[www.rothschild.com](http://www.rothschild.com)

NM Rothschild & Sons  
Registered number 925279 England  
Registered office as shown  
Authorised by the Prudential Regulation  
Authority and regulated by the Financial  
Conduct Authority and the Prudential  
Regulation Authority

Barclays Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.  
Registered in England 1026167  
Registered Office One Churchill Place, London E14 5HP.

18565678v4



publication of Decision ..... of the Minister of Finance) shall be for the account of the HR.

- c) The Banks hereby acknowledge that they do not maintain and waive any right to receive any Renegotiation Completion Fee by the Fund due to the conclusion of any Cluster 1 Transaction pursuant to the 2011 Letter (articles 3, 6 and Cluster I Fee Appendix). Such obligation to pay any Renegotiation Completion Fees has been assumed by the HR with this Letter and therefore can only be claimed against the HR and the Fund is hereby released from any obligation to pay any Renegotiation Completion Fee in relation to any Cluster 1 Transaction.

This Letter does not replace, amend or in any way affect the terms of conditions in the 2011 Letter relating to Cluster 2 and Cluster 3 (as defined in the 2011 Letter).

Pursuant to the terms of the 2011 Letter the HR engaged the Banks pursuant to the decision 174/12.05.2011 of the Inter-ministerial Committee for Asset Restructuring and Privatisations ("ICARP"), to act as its joint financial advisers in respect of the establishment of a company under the trade-name "Hellenic Motorways S.A." (the "Company") and the transfer to it up to the total HR's rights (together, referred to as the "HR Rights") in relation to:

- i) Maliakos - Kleidi section, forming part of the Athens - Thessaloniki motorway (concession company: Aegean Motorway SA, concession agreement dated 28/6/2007, ratified by law 3605/2007, Government Gazette Nr. 190A/8.8.2007);
- ii) Athens - Maliakos section, forming part of the Athens - Thessaloniki motorway, Antirrio - Ioannina motorway and the Schimatari - Chalkida section (concession company: Nea Odos SA, concession agreement dated 19/12/2006, ratified by law 3555/2007, Government Gazette Nr. 81A/16.4.2007);
- iii) Central Greece motorway (concession company: Kentriki Odos S.A., concession agreement dated 31/5/2007, ratified by law 3597/2007, Government Gazette Nr. 168A/25.7.2007);
- iv) Elefsina - Korinthos - Patra - Pyrgos - Tsakona motorway (concession company: Olympia Odos S.A., concession agreement dated 24/7/2007, ratified by law 3621/2007, Government Gazette Nr. 279A/20.12.2007); and/or
- v) Korinthos - Tripoli - Kalamata motorway and Lefktro - Sparti section (concession company: Moreas S.A., concession agreement dated 31/1/2007, ratified by law 3559/2007, Government Gazette Nr. 102A/14.5.2007),

(each of (i) to (v) above being a "Motorway Concession" and together the "Motorway Concessions" and each concession company referred to above in (i) to (v) being a "Motorway Concessionaire" and together the "Motorway Concessionaires").

The HR requires that the Banks advise the HR with respect to the exploitation of the HR Rights in the Motorway Concessions (either held directly as of the date of this letter, indirectly through any transfer of such rights to or a shareholding in the Company or any other similar structure); for this purpose, the Banks shall provide financial advice in respect of the renegotiation and/or





amendment of the terms and conditions of the Motorway Concession agreements signed between the HR and the relevant Motorway Concessionaires, and/or any commercial arrangement (including, without limitation, its negotiation, agreement and consummation) that monetises or redefines the HR's interests in one or more of the following concessions:

- i) Maliakos-Kleidi section, forming part of the Athens-Thessaloniki motorway (concession company: Aegean Motorway SA);
- ii) Athens-Maliakos section, forming part of the Athens-Thessaloniki motorway and Antirrio-Ioannina motorway and the Schimatari-Chalkida section (concession company: Nea Odos SA);
- iii) Central Greece motorway (concession company: Kentriki Odos S.A.);
- iv) Elefsina-Korinthos-Patra-Pyrgos-Tsakona motorway (concession company: Olympia Odos S.A.); and/or
- v) Korinthos-Tripoli-Kalamata and Lefktro-Sparti motorway (concession company: Moreas S.A.);

Hereinafter, for the purposes of this Letter, any of the transactions mentioned in i) to v) above shall be referred to as "Transactions", and individually a "Transaction".

Each Bank may assist in the discharge of its duties under this Letter using other members of the respective Bank's Group (as defined in section 5 below), provided that each Bank shall remain responsible for any of its duties discharged through its respective members of the Bank. The Banks have complied with the requirements of article 12 par. 2 of Law 3453/2006 by virtue of submitting the letters with protocol numbers: Barclays to Greek National Council for Radio and Television (the "NCRTV") 7856/10-10-2011 and to Special Secretariat for Asset Restructuring and Privatisation ("SSARP") 603/10-10-2011 and Rothschild to NCRTV 7827/7-10-2011 and to SSARP 601/7-10-2011.

## 1. SCOPE OF THE ENGAGEMENT

During the term of this engagement, the Banks will provide financial advice in respect of the abovementioned Transactions and assist the HR, in relation to the following (the "Services"):

- i. establishing working groups and, if required by the HR, provide support in the selection of professional advisers (i.e. legal, market/commercial, regulatory, technical, etc) in relation to any Transaction, provided that the Banks shall not be responsible for any work performed by, nor for the avoidance of doubt, for the fees and expenses of such advisers;
- ii. reviewing existing financial terms and conditions of the Motorway Concessions or any proposed revisions thereto;



- iii. reviewing original and revised traffic forecasts in conjunction with the HR's technical advisers;
- iv. in conjunction with the HR's technical advisers, provide advice on proposals arising from changed construction and operation conditions in respect of, *inter alia*, tariffs, tolling systems, toll splits, concession durations and construction obligations;
- v. advice on the revision and/or the re-packaging, if appropriate, of the Motorway Concessions;
- vi. in conjunction with the HR's legal advisers, advice on the terms, conditions and rescheduling of existing financing facilities including inter-alia all debt, equity and toll revenue financing;
- vii. advice on raising new finance from international institutions (such as the EIB);
- viii. the co-ordination and project management of the working groups consisting of such other professional advisers of the HR;
- ix. in conjunction with HR's legal advisers, liaising with relevant regulatory bodies, as well as examining the implications of any possible competition and state-aid issues identified by the HR's legal advisers;
- x. assist in discussions and negotiations with the relevant Motorway Concessionaires and other counterparties in view of the problems (indicatively but not limited to traffic and revenue decline, delays in construction) which have led to the relevant Motorway Concessionaires and the HR to agree a Framework of Common Understanding (FOU) and commence discussing measures to re-establish the long term viability and bankability of the Motorway Concessions; and
- xi. submit a report to the ICARP (or its nominated successor) in respect of any Transaction, which will include, among other things, a set of options, in their capacity as financial advisers, in relation to the proposed course of action for the HR to consider relating to the Transaction(s).

The implementation of any Transaction will begin once the HR decides on how to proceed following the Banks' advice. Such advice will include, where appropriate, an indicative timetable of the Transaction process from current status and appropriate preparations through to final negotiations and completion of the Transaction.

It is acknowledged that, notwithstanding any recommendations given by the Banks in respect of the Transactions, the ultimate decision as to whether or not to consummate the Transaction remains that of the HR alone.





The nature and scope of the Banks' analysis as well as the form and substance of any recommendation the Banks' give to the HR shall be as the Banks deem appropriate subject to the terms of this engagement and provided that any proposals by the Banks or any other recommendation will in any case satisfy the requirements of applicable law 3049/2002.

## 2. INFORMATION

In connection with the Banks' engagement, the HR will promptly furnish the Banks with all information concerning the Motorway Concessions which is necessary for the provision of the Services and that the Banks reasonably request and will provide the Banks with reasonable access to the relevant Motorway Concessionaires, financing banks and such other relevant related parties, their directors, officers, employees, accountants and advisers, it being understood that the Banks will rely entirely upon information provided by the HR, such other relevant entities and their respective directors, officers, employees, accountants and advisers, and on publicly available information regarding the Motorway Concessions. In particular, the Banks shall be entitled to assume that any financial forecasts and projections made available to them have been reasonably prepared on bases reflecting the best currently available estimates of the management of the Motorway Concessions or (to the extent applicable) of the HR. The HR will take all reasonable steps to (i) notify, as soon as reasonably practicable, the Banks if it subsequently discovers that any information provided by it or on its behalf is inaccurate or misleading, in any material respect; (ii) ensure that all written announcements and documents published by it or on its behalf in the course of, and relevant to, the Transaction which refer directly to any Bank shall only be made with the consent of the relevant Bank (which is not to be unreasonably withheld), except if required by law, regulation, governmental act or order of court or regulatory requirement or parliamentary request, subject to, if practicable, reasonable prior notice to the Banks (iii) keep the Banks informed of all material strategies, material developments and material discussions relevant to the Transaction, subject to any applicable laws and confidentiality undertakings; and (iv) ensure that all written announcements and documents published by it or on its behalf in the course of, and relevant to, the Transaction are true, fair, accurate and not misleading in all material respects.

The HR will take all reasonable endeavours to ensure that information provided to the Banks by the HR is true and accurate in all material respects and not misleading. Any advice given by the Banks will be given on the basis that all information provided to the Banks by the HR is true and accurate in all material respects and not misleading and will assume that the Banks have been provided with all information, and notified of all developments, relevant to the Banks for the purposes of this engagement described herein.

All non-public information concerning the HR or the Motorway Concessions (and including this Letter) which is given to the Banks will be used solely in the course and for the sole purpose of the performance of the Banks' services hereunder and will be treated confidentially by the Banks for two (2) years from the date of termination of this Letter (ensuring to this effect, inter

5

18565678v4



alia, the existence of the necessary internal procedures such as information barriers, separate deal teams, as necessary, between different divisions or departments of each Bank). The Banks will not disclose this information to a third party without the HR's prior written consent, however, any Bank shall:

- (i) be free to make disclosures or announcements required by any law, regulation or order of a court or regulatory body, or pursuant to governmental action, regulatory requirement or mandatory request, or necessary in its view to seek to establish any defence in any legal or regulatory proceeding or investigation or otherwise to comply with its own regulatory obligations, provided the HR has, to the extent lawful and practicable to do so, been promptly notified in advance in order to be given the opportunity to exercise any appropriate remedy to prevent the disclosure, including obtaining an injunction order;
- (ii) be free to make any disclosure to its agents and professional advisers who are directly concerned with the Transaction and whose knowledge of such information is essential for this purpose provided that each Bank shall be responsible for ensuring that such advisers and agents are made aware of the confidential nature of the information and are bound by the confidentiality provisions and obligations in this Letter; and
- (iii) be free to make any disclosure to any Indemnified Person who is directly concerned with the Transaction and whose knowledge of such information is essential for this purpose, provided that such Indemnified Person are made aware of the confidential nature of the information and the confidentiality obligations hereunder and the Bank who so discloses such non-public information shall be responsible for ensuring that such Indemnified Person maintains the confidentiality of such non-public information and/or for any breach thereof.

Neither Bank nor any other member of the respective Bank's Group shall have any duty to disclose to, or utilise for the benefit of, the HR, any non-public information acquired in the course of providing services to any other person, engaging in any transaction (on its own account or otherwise) or otherwise carrying on its business.

The confidentiality obligations in this section 2 shall not apply to any information that is also disclosed to the Banks by a third party reasonably assumed by them not to have breached a duty of confidentiality to the HR or that is already in the possession of the Banks and not subject to any duty of confidentiality.

The Banks will not be responsible for carrying out due diligence or providing or arranging loan facilities, financing or underwriting services unless expressly agreed otherwise.





### 3. FEES AND EXPENSES

In consideration of each Bank providing its Services under this Letter, the HR shall pay each Bank the fees provided in the Fee Appendix, which is attached herein and is incorporated and constitutes an indivisible part of this Letter. For the avoidance of doubt, any reference to this Letter shall mean this Letter together with the Fee Appendix. The said Fee Appendix shall also set out the terms of reimbursement of each Bank's out-of-pocket expenses incurred properly in connection with this engagement, as the case may be.

For the avoidance of doubt, the HR agrees that all unpaid fees and expenses invoiced or to be invoiced by the Banks up to the date of this Letter in relation to Cluster 1 (as defined in the 2011 Letter) remain due and payable in addition to any further fees and expenses that may be incurred pursuant to this Letter.

All Fees and expenses, including without limitation any amounts reimbursable to any of the Banks pursuant to clause 5 (Indemnity) below, will be paid by the HR within a period of thirty (30) business days following the date of submission by the Banks of their respective detailed invoices and, where appropriate, copies of appropriate corresponding evidence, subject to compliance with any applicable laws and procedures and subject to the prior approval of the payments monitoring committee (such approval not to be unreasonably withheld or delayed), as established by the ICARP for that purpose, according to Law 3049/2002 and/or any other competent authority, as such laws and procedures are in force from time to time.

All fees payable pursuant to this Letter are exclusive of VAT.

### 4. BANKS' ADVICE AND OTHER MATTERS

Any opinion, valuation, recommendation or advice, whether formal or informal, written or oral, provided by the Banks in connection with this engagement unless stated otherwise is exclusively for the benefit of the HR and, except as required by applicable law or governmental act or order of court or any regulatory authority or parliamentary proceedings, may not be disclosed, in whole or in part, nor summarised, excerpted from or otherwise publicly referred to without each of the Banks' prior written consent, other than (a) on a no-reliance basis, to professional advisers of the HR who are directly concerned with the Transaction and whose knowledge of such information is essential for this purpose or, to the extent required by law or regulation, governmental act or order of court or parliamentary proceedings; and (b) to the extent disclosure is required by applicable law or governmental act or order of court or any regulatory authority or parliamentary proceedings. To the extent disclosure is required by applicable law or governmental act or order of court or any regulatory authority or parliamentary proceedings, such disclosure shall consist in the full, unabridged, final work product of the Banks. The HR and the Banks agree to keep the terms of this Letter confidential, except if



required by any applicable law, any regulatory authority, governmental act, order of court or parliamentary proceedings and in the case of the HR's legal and other advisers.

Please note that (a) the HR must rely on the expertise of its specialist legal, regulatory, accounting and tax advisers in relation to legal, regulatory, accounting and taxation matters, (b) the Banks shall not be responsible for the business or commercial strategy assumptions, financial projections, accounting and other data provided to the Banks by the HR, the relevant Motorway Concessionaires, the funding banks or other relevant related parties and on which any valuation advice provided by any of the Banks is based and for the underlying business decision to effect the Transaction, and (c) the Banks will not be responsible for the advice or services provided by any of the HR's other advisers or contractors, (without prejudice to the provisions of this Letter) for provision of any general financial or strategic advice and for any industry-related advice unless otherwise agreed in writing, for giving a formal report on the valuation of the Motorway Concessions, for due diligence undertaken by any person in relation to the Motorway Concessions or the Transaction or for the verification of any disclosure or information in relation to the Motorway Concessions or the business in connection with the Transaction.

As permitted under the rules of the UK Financial Conduct Authority and the Hellenic Capital Market Commission, each of the Banks have established "Information Wall" procedures and a conflicts of interest policy to ensure that in providing corporate finance services to any particular client, the individuals at the Banks concerned are influenced only by the interests of that client and are insulated from individuals working in other divisions. As of the date hereof, each of the Banks confirms that it does not have any conflict of interest which would prejudice its ability to perform the Services required hereunder.

Each of the Banks confirms that it shall not, during the term of its engagement hereunder, enter into any engagement with any third party in connection to a Transaction that will create a conflict of interest which would prejudice its impartiality in advising the HR during its engagement hereunder. Each of the Banks will promptly inform the HR of the existence of any such conflict of interest that arises in respect of itself, without being required to disclose to the HR, or make use of, any information which belongs to or is confidential to another client of the Banks or to the Banks or any member of either of the Bank's Group.

The Banks may place advertisements in financial and other newspapers, journals or media at their expense describing their role as advisers in the Transaction, following prior consultation with the HR.

The HR acknowledges that the Banks and/or any of the other members of each Bank's Group may have and may continue to have investment banking, financial advisory and other relationships with parties other than the HR pursuant to which the Banks (or such other





members of each Bank's Group) may acquire information of interest to the HR. Each Bank and the other members of that Bank's Group shall have no obligation to disclose such information to the HR or to use it on the HR's behalf or in the HR's interest.

## 5. INDEMNITY

In the event that any of the Banks or any other Indemnified Person (as defined below) suffers any loss, damage, liability, cost or expense or becomes subject of any claim, action, proceeding, investigation or, judgement which may be instituted, made, threatened or alleged by any third party, in each case arising out of or in connection with the Transaction and/or the Banks' engagement hereunder, to the extent lawful the HR will reimburse such Indemnified Person for its appropriately documented, loss, damage, liability, reasonable cost or expense (including, without limitation, its properly incurred reasonable legal and other expenses (including the reasonable cost of any investigation and preparation) ("Losses") incurred in connection with such claim, action, proceeding, investigation or judgement) provided that to the extent that it is finally judicially determined by a court of competent jurisdiction that the Losses have resulted from the negligence, fraud, wilful misconduct or bad faith of the relevant Indemnified Person, that Indemnified Person shall promptly reimburse to the HR any amounts received by any Indemnified Person pursuant to this paragraph.

To the extent lawful, the HR hereby agrees that an Indemnified Person shall have no liability to the HR for, any losses, claims, damages, charges or liabilities relating to or arising from actions taken or omitted to be taken by the Banks hereunder except to the extent that any such loss, claim, damage, charge or liability has been finally judicially determined by a court of competent jurisdiction to have resulted from the negligence, fraud, wilful misconduct or bad faith of such Indemnified Person in performing the services pursuant to this Letter. For the avoidance of doubt, negligence, fraud, wilful misconduct or bad faith on the part of any Bank shall not affect the rights of the other Banks under this Letter.

The HR on the one hand and each of the Banks on the other hand shall promptly notify the other if it becomes aware of any matter which may give rise to a liability under this indemnity. The HR on the one hand and each of the Banks on the other hand hereby agree that they will not, without the prior written consent of the other, such consent not to be unreasonably withheld or delayed, settle or compromise or consent to the entry of any judgement with respect to any pending or threatened claim in respect of which indemnification may be sought under this section 5 unless, such settlement, compromise or consent includes an unconditional release of the Banks and the HR from all liability arising out of such claim. The obligations of each of the Banks under this paragraph shall be several.



No provision of this Letter (including any annexure thereto) shall apply so as to exclude any liability of the Banks which by the UK Conduct Services Authority Handbook of Rules and Guidance or other applicable law or regulations cannot be excluded by agreement with the HR.

The "Bank's Group" means the relevant Bank and any subsidiary, subsidiary undertaking or branch of such Bank, its ultimate holding company and any subsidiary, subsidiary undertaking or branch of such holding company and any legal partnership of any such entity. "Indemnified Person" means each member of such Bank's Group and all directors, officers, employees, controlling persons (if any), agents and representatives of each member of such Bank's Group.

The HR hereby waives, to the fullest extent permitted by applicable law, any immunity (sovereign or otherwise) from jurisdiction of any court or from any legal process that it or its property or assets may acquire. Article 4 of L. 3068/2002 is applicable.

## 6. TERMINATION

The Banks' engagement hereunder shall terminate on 10th January 2014 unless extended prior to such date (the "Automatic Termination"). After such period, the HR and the Banks may agree to an extension of the engagement in writing. Any of the Banks' engagement hereunder may be terminated at any time with cause by the HR or the relevant Bank upon written notice thereof to the other parties. For the avoidance of doubt, no Bank shall be under any obligation to provide any Services hereunder where it is prohibited by applicable law or regulation from doing so.

Any of the Banks' engagement hereunder may also be terminated, in whole or in part with respect to the Services, at any time by the HR without cause upon written notice thereof to the other parties. No termination of this letter for whatever reason shall affect any parties accrued rights or liabilities under the 2011 Letter.

In the event that this Letter is Automatically Terminated or is terminated in whole or in part by the HR without cause or by a Bank or the Banks with cause, and the HR subsequently proceeds with any Transaction or any transaction substantially the same as any Transaction:

- within 6 months of such termination, the said Bank or Banks shall be entitled to their success fees; and
- between the 6th month and the lapse of 12 months from such termination, the said Bank or Banks shall be entitled to half of their success fees,

as set out in the attached Fee Appendix.

The above do not prejudice any right of the HR to terminate with cause the provision of the Services, in accordance with this Letter and/or any applicable laws.

10

18565678v4





For the avoidance of doubt, the termination by the HR of one of the Banks' engagement, shall be without prejudice to, and shall not affect, the rights and obligations of the remaining Bank, whose engagement shall continue on the terms of this Letter or the 2011 Letter (as appropriate).

The HR shall have the right at any time, following a prior written notification to the Banks, to suspend the performance of all or part of the Services provided hereunder for a period stated in such notification, in which case the payment to the Banks of any corresponding fees and/or payments expenses to the Banks are also ceased and will be resumed after the expiry of such suspension period for the performance of the remaining Services. For the avoidance of doubt the term of this engagement shall not be extended accordingly for the period for which the abovementioned right of suspension has been exercised by the HR under this clause.

#### **7. VARIATION, GOVERNING LAW, SUBMISSION TO JURISDICTION AND COMPLIANCE**

It is understood by all the parties hereto that it is intended that all advice given and Services provided to the HR by the Banks in connection with the Transactions shall be given as joint advice and joint services and the Banks agree that they shall not, unless otherwise specified, provide any advice or Services to the HR in respect of this Letter other than advice and Services delivered jointly by the Banks, and the HR agrees that it shall not accept such advice or Services from one Bank only but shall only accept such advice and Services when delivered jointly by both Banks. It is furthermore agreed by the parties hereto that any liability incurred by the Banks to the HR with respect to advice and/or Services in respect of this Letter delivered jointly by the Banks shall be shared equally between the Banks.

Notwithstanding the foregoing, where either Bank delivers advice or provides any of the Services in connection with a Transaction separately from the other Bank, then in such circumstance, each Bank shall be solely responsible for such advice and Services given separately by it and the liability of the Banks in such circumstance shall be several and not joint nor joint and several.

The HR agrees that the delay or failure by either Bank to perform its obligations hereunder shall not affect the obligations of the other Bank. Further, it is understood that neither Bank shall have any responsibility or liability to the HR or its affiliates or any other party involved in the Transaction for or in connection with the separate advice, Services or actions of the other Bank.

For the avoidance of doubt, nothing herein is intended to create or shall be construed as creating a fiduciary relationship between HR and any of the Banks. This Letter and the 2011 Letter constitute the sole and entire agreement between the parties in connection with the



matters referred to in this Letter. This Letter may not be amended or modified except in writing by each of the Banks and the HR. This Letter shall be governed by and construed in accordance with English law. Any dispute arising out of or in connection with this Letter shall be subject to the non-exclusive jurisdiction of the English courts.

The HR appoints the Counsellor for Economic and Commercial Affairs, Embassy of the Hellenic Republic, 1A Holland Park, London W11 3TP to receive on its behalf service of any action, suit or other proceedings in connection with this engagement.

If any provision in this Letter shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed not to form part of this Letter but the legality, validity and enforceability of the remainder of this Letter shall not be affected.

A party to this Letter may not, or purport to, assign or transfer a right or obligation hereunder, except with the prior written consent of the other party(ies) to this Engagement.

With the exception of the Fund for the purposes stated in the preamble of this Letter and an Indemnified Person, any other person who is not a party to this Letter shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms provided that, save, to the extent notified in writing to the relevant Indemnified Person, each Bank (without obligation) will have the sole conduct of any action to enforce such rights on behalf of its own relevant Indemnified Persons and this Letter may be terminated, amended or varied in any way and at any time by the HR and the Banks without the consent of any other Indemnified Person.

With respect to the services provided to you hereunder, you will be categorized as a "Professional Client" by Rothschild for the purposes of the UK Financial Conduct Authority's Handbook. You may request a "Retail Client" categorization although Rothschild are not obliged to provide services to Retail Clients. In the event that you wish to discuss your categorization, you should contact the respective persons whose names appear in this Letter.

We are delighted to accept this engagement and look forward to working with you on this assignment. Please confirm that the foregoing is in accordance with your understanding by signing and returning to us the enclosed duplicate of this Letter.

Yours very truly,

12

18565678v4



Barclays Bank PLC, acting through its investment bank

By: 

By: 

For and on behalf of Barclays Bank PLC, acting through its investment bank

N M Rothschild & Sons Limited

By: 

By: 

For and on behalf of N M Rothschild & Sons Limited





Accepted and agreed to

as of the date first written above:

For and on behalf of the Hellenic Republic

By: \_\_\_\_\_



**PROJECT DAEDALUS - FEE APPENDIX**

This Fee Appendix is attached to the Letter and is incorporated and constitutes an indivisible part hereof. This Fee Appendix is executed by the HR and the Banks pursuant to clause 3 of the Letter and sets out the fees payable to each Bank in consideration of the Services, as well as the terms of reimbursement of each Banks' respective out-of-pocket expenses incurred properly in connection with the Letter, as the case may be.

**A. FEES**

The fees payable to each Bank for the provision of the Services are agreed as follows:

1. Retainer: €75,000 for each calendar month, or part thereof; commencing from the 11 October 2013, and ending at (i) completion of the renegotiations and the signing of the relevant agreements of the Motorway Concessions or (ii) the HR providing written instructions for the termination of the provision of Services (including the renegotiation process), as per clause 6 of the Letter.

and

2. Renegotiation Completion Fee: in respect of each Transaction, a payment of €350,000 at completion of each of the renegotiations and the relevant agreement put into force as per the provisions of the amended or subsisting Concession agreements. For the purposes of this Fee Appendix, "put into force" means that the relevant agreement has (i) been executed by the parties to such agreement and (ii) has received parliamentary approval.

**B. EXPENSES**

1. All reasonable out-of-pocket expenses (including, inter alia, travel and accommodation) incurred from 11 October 2013 onwards would be for the HR's account.

2. Expenses cap

The expenses that may be recovered by each Bank are subject to a monthly expenses cap for each Bank of €10,000.

3. Expenses will be payable in Euros, upon submission of expense claim forms and the relevant documentation/invoices, provided that each Bank shall not be entitled to reimbursement of expenses incurred in excess of the monthly cap under paragraph 2 (*Expenses cap*) above, without the prior written consent of the HR.

Each Bank will endeavour to take all reasonable steps to minimise expenses.





If fees and expenses are subject to VAT, the obligation to pay such VAT is the responsibility of the HR, not of the Banks.

### C. GENERAL

1. Fees and expenses may be invoiced by each Bank as follows:

- (a) retainer fees may be invoiced by the Banks at any point after the end of the calendar month in which such retainer fees have become payable;
- (b) costs and expenses may be invoiced by the Banks on a monthly basis after the end of the calendar month in which such costs and expenses have been incurred; and
- (c) all other fees may be invoiced as soon as such fees have become payable pursuant to the terms of the Letter and this Fee Appendix.

This Fee Appendix is executed and delivered on the date shown below, as follows:

For and on behalf of Barclays Bank PLC, acting through its investment bank

By: 

By: 

For and on behalf of Barclays Bank PLC, acting through its investment bank

Date: 30.10.2013

N M Rothschild & Sons Limited

16


18565678v4



By: 

By: \_\_\_\_\_

Rothschild Legal &amp; Compliance

By: 

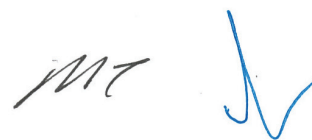
For and on behalf of N M Rothschild &amp; Sons Limited

Date: 30.6.13

Accepted and agreed to  
as of the date first written above:  
For and on behalf of the Hellenic Republic

By: \_\_\_\_\_

Date:



DENTONS

Richard Barham  
Partner

richard.barham@dentons.com  
D +44 20 7246 7109

Salans FMC SNR Denton  
dentons.com

Dentons UKMEA LLP  
One Fleet Place  
London EC4M 7WS  
United Kingdom  
DX 242

T +44 20 7242 1212  
F +44 20 7246 7777

**PRIVATE AND CONFIDENTIAL**

Hellenic Republic  
The Ministry of Finance  
Ministry of Finance of the Hellenic Republic  
5-7 Nikis Street  
Athens,  
PC 01084, Greece

Attention of Mrs. Martha Kavatha (Legal Advisor of  
Minister Mr. I. Stournaras)

Our ref: REB/096215.00001

25 October 2013

Dear Sirs

**International and EU legal advice relating to Infrastructure road projects - Daedalus 1**

This fee proposal is in connection with the advice provided to the Inter-Ministerial Committee for Asset Restructuring and Privatisation (**ICARP**) of the Hellenic Republic (pursuant to a fee letter agreed with ICARP dated 23 September 2011 (as revised on 28 and 31 October 2011) (the **Original Proposal**) in connection with the restructuring of the four road PPP concessions (the **Cluster 1 Concessions**):

- (a) the AMSA Project;
- (b) the OO Project;
- (c) the NO Project;
- (d) the KO Project.

We have agreed that in respect of the Cluster 1 Concessions as from 1 October 2013 our client will be the Ministry of Finance of the Hellenic Republic (**MoF**) and for the purposes of the Cluster 1 Concessions ICARP will no longer be our client. This is on the understanding and agreement of MoF that in relation to the Cluster 1 Concessions we receive payment of all outstanding invoices submitted to ICARP (and set out in Annexure B).

This letter sets out the basis on which we will do this work for you.

**1 Our role**

Our role will be to provide international and EU legal advice in relation to the Transaction as detailed in this revised proposal to MoF (the **Revised Proposal**). This letter amends the terms of the Original Proposal.



**2 Global Terms of Business**

I attach a copy of our current Global Terms of Business (**Terms of Business** or **Terms**). These apply to this and any further matters we undertake for you. These contain the terms and conditions that apply to all of our Practices. Whenever one of these Practices assists on a matter, they will do so under the Terms. You should, therefore, think of the Terms as your passport to working with any Dentons Practice, wherever it is located.

The Terms are amended, modified and supplemented by the Location Terms. Different Location Terms apply depending on where we provide you services. To the extent the Global Terms and Location Terms differ, the Location Terms take precedence. This Engagement Letter takes precedence over the Terms. Unless stated otherwise, defined terms in this letter have the meaning stated in the Terms attached.

You agree that the Terms apply to this and any further matters we undertake for you, unless we inform you that different terms apply.

**3 Our team and charges**

- 3.1 I will be the partner with overall responsibility for the matter, assisted by the people listed in the table below.

Name	Level	Role
<b>Core Team:</b>		
Dominic Spacie	Partner	Roads and Project Finance
Isabelle Deckers	Managing Associate	Infrastructure
Adam Hunt	Senior Associate	Infrastructure
<b>Specialist Support:</b>		
Sam Szezinger	Partner	EU Competition & State Aid
Mark Basset	Senior Associate	Public Procurement Law

- 3.2 We have agreed to charge a capped fee for this matter as set out in paragraph 4 below.
- 3.3 We calculate our charges by reference to the time lawyers and staff spend on the matter at their hourly charging rates.

Subject to the assumptions set out at Annexure A, we will charge at the following hourly rates for the Transaction as set out below (the **Hourly Rates**):

Staff	Standard hourly rates	Proposed discounted rates for Transaction
Partners	€680	€540
Senior Associates (6 years PQE+)	€540	€430
Mid range Associates	€445	€355
Junior Associates	€345	€275

Staff	Standard hourly rates	Proposed discounted rates for Transaction
Trainees	€220	€175

Subject to the caps set out in paragraph 4, we will bill for other disbursements and charges as follows (exclusive of VAT):

Disbursements/Charges	Charging Basis
Hotels	At cost - Sofitel Athens Airport or Intercontinental
Photocopying/Printing	£0.23 per page
Couriers	As charged to us by our contracted couriers
Telephone calls	UK telephone calls as recorded by our service providers International calls as recorded by our service providers
Travelling and out-of-pocket expenses	At cost Economy class air fares for travel outside the UK (unless no economy seats are available)
Counsel/Experts	At cost

#### 4 Fee caps

4.1 Our fee proposal is made on the understanding and assumption that the Transaction is as described below:

- (i) the renegotiation and/or amendment of the terms and conditions of the Cluster 1 Concessions signed between the Hellenic Republic and the relevant concessionaires and/or any commercial arrangement as well as legal assistance in the drafting of any contractual and other documentation that may be required for that purpose;
- (ii) legal advice and assistance with respect to the Cluster 1 Concessions, relating to any obligations vis-à-vis the competent EU authorities and/or any such third parties and assistance in the negotiations with such authorities;
- (iii) drafting and delivering of any advice and opinions to the MoF as may be requested in relation to the Cluster 1 Concessions;
- (iv) legal assistance in relation to any other action that may be required for the completion of the Cluster 1 Concessions.

With respect to our work the fee proposal is as follows:

- (i) any unbilled time costs and disbursements incurred since 27 August 2013 (amounting to Euro 39,309.50 together with unbilled disbursements of Euro 18,387.04) will be paid in full;

- (ii) in relation to work from [1 October 2013 until 15 January 2014 we will provide legal services of up to 300 hours for which we will charge Euro 135,000 (exclusive of disbursements). Fees will be paid on the following basis:

1 November 2013	Euro 45,000 (excluding disbursements)
1 December 2013	Euro 45,000 (excluding disbursements)
2 January 2014	Euro 45,000 (excluding disbursements)

The above amounts are calculated on the basis of 100 hours work per month. In the event less than 100 hours work are carried out the amount in the relevant month will be reduced to reflect the reduced volume (for example, if we did 75 hours we would charge 3/4 of Euro 45,000) but there is the ability to increase the amount above the Euro 45,000 if more than 100 hours in a subsequent month, but this is subject to the cap of Euro 135,000 for 300 hours. If it is likely that more than 300 hours is required in the period we will advise you in advance. If you decide that further work is required then we will invoice at the hourly rate set out in paragraph 3.3.

- 4.2 These caps are based on the assumptions set out below. If, and to the extent that, the work we do on this matter materially increases:

- (a) by including work outside the scope of work as described in the section of our proposal headed *Scope of the work involved* or outside the assumptions set out below; or
- (b) because of material information, that relates to the Transaction and affects our Proposal, which has not been made known to us on the date of this letter; or
- (c) due to material changes to our instructions by the HR during the matter,

we will notify the HR of the material increase in our work and after such notification be entitled to charge additional fees and expenses for that element of the Transaction at the Hourly Rates and charges for disbursement set out in paragraphs 3.2 and 3.3 of this letter.

- 4.3 These caps are based on our current assumptions about the work needed. We set these out in Annexure A to help explain our fee and to show how any difference between these assumptions and actual events may affect our fee.

## 5 Billing

- 5.1 We will bill monthly in arrears.
- 5.2 Our Terms of Business set out the other arrangements for billing and payment.
- 5.3 Payment of our bills will be made 30 days after receipt by the Hellenic Republic of the relevant invoices accompanied by the necessary supporting documentation (as detailed in paragraph 5.4 below). We understand that the approval of the monitoring committee established by the MoF will be required before our invoice is paid.

**DENTONS**25 October 2013  
Page 5Salans FMC SNR Denton  
dentons.com

- 5.4 In the case of reimbursable travel expenses, supporting documentation will consist of copies and/or originals which will confirm such costs and expenses. In the case of fees, supporting documentation will include at least a list of the lawyers who were involved in the execution of legal services relating to the Project, the number of hours that each lawyer was engaged in providing services and the hourly rate per lawyer in accordance with our hourly rates charged as per paragraph 3.3 above, and finally a detailed description of such services.

## 6 Communications

- 6.1 I will keep you informed of the progress of the matter by email and telephone on a regular basis.
- 6.2 If at any point you have any concerns about any aspect of our services, including our bills, please let me know straight away and I will do my best to resolve any issues you may have. A copy of our complaints procedure is available on request. Please also refer to our Terms of Business for further information.

## 7 Client money

- 7.1 If we hold client money for you we will do so in accordance with the Solicitors' Accounts Rules (or any amended or replacement rules) (the **Accounts Rules**). We will hold that money in one or more client bank accounts at banks and building societies that are regulated in the UK by the Financial Services Authority. If you wish to know which banks or building societies we are using at any time, please ask us but note these may change.
- 7.2 Your client money is held in any such client bank account at your risk. Accordingly, insofar as any part of it cannot be recovered as a result of the insolvency or other failure of a bank or building society, then the following applies.
- (a) Our liability, if any, for any client money irrecoverable as a result of the insolvency or other failure of a bank or building society shall not exceed £3,000,000.
  - (b) This limit on liability does not apply to the extent any loss of client money is attributable to our breach of the Accounts Rules.
  - (c) This limit on liability for client money applies in addition to any other limit on liability applicable to this matter. Any liability for client money irrecoverable as a result of the insolvency or other failure of a bank or building society shall be included in any aggregate financial liability calculated for the purpose in our Terms of Business.
  - (d) The exceptions to limits on liability in our Terms of Business also apply to this limit.

## 8 Limit on liability

Our financial liability to you arising in connection with the Transaction will not exceed £5 million, provided that such limitation shall not apply if the judgement of a court of competent jurisdiction and final determination specifies that we have been grossly negligent (and not simply negligent) or are guilty of wilful misconduct.

Please do call me if you have any questions about anything in this letter. Meanwhile I look forward to working with you.



**DENTONS**

25 October 2013  
Page 6

Salans FMC SNR Denton  
dentons.com

Yours faithfully



Richard Barham  
Partner  
Dentons UKMEA LLP

We confirm our agreement to the terms of this letter.

.....  
for and on behalf of  
The Ministry of Finance

Dated:

## Annexure A - Assumptions

The caps for fees and expenses have been calculated on the following assumptions:

- in relation to Cluster 1, all of the concession agreements remain governed by Greek law, and the related financing agreements are governed by English law;
- all of our work is completed within 1 year of our reappointment; and
- we are not involved in any dispute involving state aid or procurement rules.

**Annexure B - list of outstanding Cluster 1 Invoices**

Clt Name	Mtr Description	Invoice	Invoice Date	Currency	Total Original	Total Balance DUE
Inter-Ministerial Committee for Asset Restructuring	Daedalus 1 (5 toll roads)	9896446	30/11/2012	EUR	35,436.00	<b>35,436.00</b>
Inter-Ministerial Committee for Asset Restructuring	Daedalus 1 (5 toll roads)	9897205	21/12/2012	EUR	53,532.00	<b>53,532.00</b>
Inter-Ministerial Committee for Asset Restructuring	Daedalus 1 (5 toll roads)	9898492	31/01/2013	EUR	115,769.50	<b>115,769.50</b>
Inter-Ministerial Committee for Asset Restructuring	Daedalus 1 (5 toll roads)	9899704	12/03/2013	EUR	80,097.50	<b>80,097.50</b>
Inter-Ministerial Committee for Asset Restructuring	Daedalus 1 (5 toll roads)	9900138	26/03/2013	EUR	64,454.00	<b>64,454.00</b>
Inter-Ministerial Committee for Asset Restructuring	Daedalus 1 (5 toll roads)	9902635	29/04/2013	EUR	75,234.00	<b>75,234.00</b>
Inter-Ministerial Committee for Asset Restructuring	Daedalus 1 (5 toll roads)	9904496	27/06/2013	EUR	148,092.00	<b>148,092.00</b>
Inter-Ministerial Committee for Asset Restructuring	Daedalus 1 (5 toll roads)	9905968	31/07/2013	EUR	30,413.50	<b>30,413.50</b>
Inter-Ministerial Committee for Asset Restructuring	Daedalus 1 (5 toll roads)	9907153	30/08/2013	EUR	24,942.00	<b>24,942.00</b>
				<b>TOTAL</b>	<b>627,970.50</b>	<b>627,970.50</b>

We also have the following uninvoiced outstanding time costs / disbursements up to 1 October 2013 which we will invoice to the Ministry of Finance following execution of this letter:

- €39,309.50 time costs
- €18,387.04 for disbursements

DENTONS

# Terms of Business

## Dentons UKMEA Region

September 2013

### Welcome to Dentons

Thank you for choosing us to represent you. Below are the Terms that apply to our engagement. These Terms and our Engagement Letter form our Engagement Agreement.

#### Part A: UKMEA Regional Terms

##### Dentons and You

1. These Terms apply to Dentons UKMEA LLP and each Legal Practice that it owns, in whole or in part, or controls, directly or indirectly. The Terms are supplemented and amended by the Location Terms set out in Part B, which apply in the applicable location.
2. The Letter sets out the scope of our representation and identifies you as our sole client. We do not represent any persons or entities, including your subsidiaries and affiliates, unless named in the Letter. Our advice and work is provided solely for your benefit and relates only to the matters set out in our Engagement Agreement.
3. We are a member of Salans FMC SNR Denton Group (a Swiss Verein), an international legal practice that includes Brandt Chan & Partners in association with Dentons HK LLP, Dentons Canada LLP, Dentons UKMEA LLP, Dentons US LLP, and Salans FMC SNR Denton Europe LLP and their subsidiaries and affiliates, each of which is its own Legal Practice. For a list of each Legal Practice by location, see [dentons.com/legal/notices](http://dentons.com/legal/notices).
4. This Engagement Agreement is between you and the Dentons Legal Practice named in the

Letter only and not with any other Dentons Legal Practice or any individual partner, employee, or agent. The Terms apply as soon as we start acting on your instructions, regardless of whether or not you have signed the Letter.

5. Other Dentons Legal Practices represent many entities and individuals in different geographies, including entities and individuals that may enter into transactions or have disputes with you or your related entities. Unless another Dentons Legal Practice is specifically engaged by you or on your behalf, you agree that those representations by other Dentons Legal Practices do not conflict with our representation of you, and you will not assert that other Dentons Legal Practices are precluded from representing those entities and individuals.
6. We may involve other Dentons Legal Practices to help with your matter. Unless we state otherwise, we will do so by subcontract and the Dentons Legal Practice named in the Letter is solely responsible to you for the engagement. You agree that we may pay or apportion part of our fees and costs for the work in a manner that may be considered a referral fee in some jurisdictions. Where we do, we will do so consistent with the protections set out in the SRA Code of Conduct 2011.

7. We also do not intend any of the Terms, other than those dealing with our limitation of liability, to be enforceable by any person who is not a party to the Engagement Agreement. We do not require consent from third parties to rescind, vary, waive, assign, novate or otherwise dispose of all or any of our respective rights or obligations under the Engagement Agreement.

##### Our Working Relationship

8. Effective representation requires open and honest communication throughout our relationship. We need you to provide us with clear and timely instructions, relevant information and documents, and make yourself available for consultation.
9. You should check carefully for any insurance policies that might relate to the work we do for you, and notify your insurers promptly to protect your rights. Unless you tell us about these policies and provide us with copies, we cannot be responsible for advising you about the existence or applicability of insurance coverage.
10. We may communicate with you using any reasonable method, including email. Email may not be an absolutely secure method of communication, may be copied and held by various computers as it passes between us, and could be intercepted.

RB

Although we take great care to protect our communications from unauthorized access, viruses, and other associated risks, we cannot guarantee the security of these communications.

11. Generally, communications between a lawyer and client regarding legal advice are privileged and confidential. Be aware that you may jeopardize these protections by disclosing communications to others.
12. We strive to offer the highest standards of service to you. If you are dissatisfied with any aspect of our services, including our bill, please contact the partner responsible for your matter. If your issue is not resolved to your satisfaction, please write to one of our Complaints Partners who will investigate your issue thoroughly and respond promptly. Further details are available at [dentons.com/legalnotices](http://dentons.com/legalnotices) and a copy of our complaints policy is available on request.
13. The professional indemnity insurance policy issued by Travelers Insurance Company Limited and others, c/o Marsh Limited, Tower Place, Lower Thames Street London EC3R 5BU, applies to all professional work, advice and services provided by us to you.

#### Advance Clearance of Conflicts of Interest

14. Each Dentons Legal Practice represents a wide variety of companies and individuals, some of whom may be, for instance, your borrowers, investors, shareholders, creditors, or other parties with conflicting interests in a bankruptcy, insolvency, or workout. These kinds of representation could present a conflict of interest under applicable rules in Canada and the US. As a condition of our representation of you, you agree that, without further notice, Dentons Legal Practices in those regions may represent other clients in matters, even if they are directly adverse to you, as long as: (1) those matters are not substantially related to our representation of you; or (2) we screen our lawyers and paralegals who have such information from any involvement in the adverse representation. The adversity may be in litigation, arbitration, transactional, administrative, or other matters. Of course, we will not use any confidential information about you in any way inconsistent with our professional responsibilities.

#### Fees and Costs

15. Our billing rates are set out in the Letter but may be adjusted from time to time. You will be charged at the rates in effect at the time services are performed.
16. We may also charge and you agree to pay for costs including travel, delivery services, imaging, translation fees (both

internal and external), notarization, printing, court fees, and other expenses. For items we purchase in bulk or through fixed fee arrangements, such as computerized legal research, technology, and support services, we will charge you a rate reasonably apportioned to you. If we subsequently receive a discount or recovery on any expense we have charged to you and the cost of arranging a refund outweighs the discount or recovery, then you agree we may retain it.

17. Our invoices are payable when delivered on the terms set out in the Letter and you remain responsible for paying them even if you have an arrangement with a third party for payment.
18. We may need to advance costs on your behalf and you agree to reimburse us promptly. You also agree that we may engage experts or third parties, such as counsel, lawyers or local agents, on your behalf to be paid directly by you; in these cases we will consult you before doing so.
19. We may invoice you on an interim basis for the minimum fees and costs you will have to pay for the work rendered during the invoice period. These interim invoices, which do not constitute your final bill, are payable when delivered.
20. Unless expressly stated otherwise, estimates we provide are subject to change and not binding on us.
21. All fees and costs of any Dentons Legal Practice, experts or third parties that we state or estimate exclude any sales, use, excise, transfer, value-added or similar taxes. Those taxes will be included in our invoices to you and are payable by you. If you or another payer of those fees, costs and taxes is required, on account of any taxes, to make any deduction when paying our invoices, you must increase the overall payment so that we receive a net sum equal to our full invoiced amount. Please note that it may not be possible or practicable for us to claim, or assist you in claiming, any refund of or exemption from such deductions.
22. Our terms for dealing with costs in contentious matters are set out in the Location Terms. In some jurisdictions it is possible to recover some of the costs you incur on contentious matters and in others it is not.

#### Money We Hold for You

23. If we handle funds for you, we will deposit that money with a regulated financial institution and manage it in accordance

with your instructions and applicable laws and professional regulations. Interest may be chargeable on these moneys as set out in the Location Terms. We are not responsible for any loss of funds so deposited and managed. We will deal with any interest you earn on such funds in accordance with the Location Terms.

24. If we require you to deposit money with us to cover future fees and costs, this amount is not an estimate of the total expense for your matter. Any money deposited will be applied to your invoices and any unused portion will be returned to you when your matter is completed.

#### Privacy, Data Protection and Regulation

25. We are often asked for information about our experience, including our clients and the matters we handle. Insofar as permitted by applicable law, you consent to our public disclosure that you are a client, as well as a general description of your matters.
26. You acknowledge and accept that we have no duty to disclose to you information relevant to you or your matter that is obtained by another Dentons Legal Practice.
27. If you give us confidential information but then do not instruct us (or if we cannot act for you), you consent to us acting for another client on any matter to which your confidential information is relevant to the extent allowable under applicable laws.
28. We will handle personal data you send to us about you, your employees, agents, contractors or other individuals in accordance with data protection and privacy protection standards equivalent to or higher than those required by law.
29. You consent to us processing such personal data for the purposes of providing you with legal services, preparing marketing material and all other legitimate business purposes. Where we process personal data in acting on any matter for you, we do so as a data processor and only in accordance with your instructions. We will, however, ensure that appropriate technical and organizational measures are taken against unauthorized or unlawful processing of personal data and against accidental loss, destruction, or damage of personal data. You consent to us sharing information about you and your matters with the other Dentons Legal Practices, including storing it on shared computer systems and with third parties we appoint on your behalf in the course of acting for you. We will do so confidentially and in a manner that preserves your privilege and the confidentiality of this information.

23



30. In the course of acting for you, we may require you to give us personal information. Anti-money laundering, anti-bribery, anti-terrorism and similar laws applicable in some jurisdictions require us to carry out due diligence on our clients, including verifying their identity, and review that due diligence on an ongoing basis. These rules and laws may apply to you and any individuals who instruct us on your behalf and we may not be able to represent you until we have all of the information we need for these purposes.

31. Law or regulations may require us to report to a governmental or regulatory authority our knowledge or suspicion that certain criminal offences have been committed, regardless of whether our client or a third party committed the offence. In these circumstances, we may not be able to discuss these reports with you because of restrictions those laws and regulations impose on us and we may have to stop acting for you. You agree that we are not responsible for any adverse consequences you may suffer as a result of our compliance with these laws and regulations.

32. We act in accordance with all applicable professional, ethical and business standards and do not tolerate bribery or corruption in any form. We have adequate procedures in place to prevent and report any suspected instances of bribery and corruption arising internally and in respect of our dealings with you and third parties.

#### Your File and Our Records Retention

33. We may maintain a Client File throughout the engagement, consisting of one or more files containing correspondence, agreements, pleadings, and other documents. We will provide the Client File to you during or at the conclusion of a matter, at your request, and we may charge you for doing so. You agree that, absent professional obligations or written direction from you to the contrary, we may dispose of all records relating to the representation seven years after we last performed work on the matter, or later if specified in the Location Terms, without further notice to you. You also agree that we need not keep documents containing our lawyer work product, mental impressions, notes, drafts, and emails and those documents will not be considered to be part of the Client File.

#### Termination

34. You may terminate the engagement at any time for any reason; we may terminate the engagement at any time, consistent with our ethical obligations. We expressly reserve the right to cease to act for you if you do not

pay our invoices and you expressly consent to our right to terminate the engagement agreement if our invoices remain unpaid for more than 30 days.

35. You remain responsible for paying fees and costs related to work performed before the end of the engagement.

#### Completion of Engagement

36. Our representation of you will end when we have completed the services described in the Letter of, unless otherwise agreed, after six months of furnishing no billable services to you, without the need for further written confirmation.

#### Limitation of Liability

37. Our financial liability to you arising from each engagement will not exceed £3,000,000, or, if greater, three times the total fees (excluding applicable taxes and costs) invoiced and received by us for the engagement. Where we are liable to you and other third parties in respect of a matter, this engagement of liability applies to all of you and represents our total liability to you and all such third parties for that matter.

38. If we are liable to you on a matter jointly with another party or have a right of contribution from another party, then our total liability to you is limited to our net contribution. This will be calculated based on the amounts each third party (a) is liable to contribute (whether or not you collect such amounts); or (b) would have been liable to contribute but for a limit on, exclusion of, compromise or reduction in liability in favour of that third party.

39. If we appoint by subcontract another Dentons Legal Practice to assist on any matter for you, then such Legal Practice shall not have any liability to you and you agree not to bring any claim against it whether in contract or tort or otherwise.

40. We will not be liable to you for any losses caused by delay or failure to perform our obligations related to a banking failure or other circumstances outside our control, including Acts of God, war, civil war, industrial disputes, protests or civil disorder, acts of terrorism, and national or regional emergencies.

41. The limits of liability set out above do not apply to: (a) liability for death or personal injury caused by our negligence; (b) liability for our fraud or our reckless disregard of professional obligations; or (c) any other liability to the extent that its limitation or exclusion is prohibited by law.

#### Translations

42. If we use or prepare a translation, you should be aware that words and legal concepts used in one language may not have equivalents in another. You should not assume that any translation exactly replicates the original text.

#### Entire Agreement

43. The Engagement Agreement cannot be modified by any policies, procedures, guidelines, correspondence, or other document from you unless agreed to in writing by a partner of the Dentons Legal Practice engaged by you. We reserve the right to change or add to these Terms at any time upon written notice. If there is a conflict between the Terms, Location Terms and the Letter, the provisions of the Letter control, and to the extent the Terms and Location Terms differ, the Location Terms take precedence. If any part of an Engagement Agreement is held to be illegal, invalid or unenforceable, it shall not form part of the agreement and the balance shall remain enforceable and shall not be affected.

#### Governing Law and Dispute Resolution

44. The law governing our Engagement Agreement is specified in the Location Terms along with the Court who has exclusive jurisdiction to resolve disputes arising in respect of that agreement.

45. If any claim, dispute or difference of any kind arises out of or in connection with our engagement or these terms, we may, at our sole option, refer the issue to arbitration in London before a single arbitrator. If we exercise this option

- the language to be used in the arbitral proceedings will be English;
- the arbitration will be decided under London Court of International Arbitration (LCIA) rules from time to time in force;
- we will, jointly with you, appoint the arbitrator not later than 30 days after we send you written notice to do so;
- if you and we cannot agree on the appointment of an arbitrator within 30 days, the arbitrator will be appointed on application by either of us to the LCIA;
- the arbitrator's award will be final and binding; and
- judgment on any award may be entered, or either party may apply for judicial acceptance of the award and an order for enforcement in any court with jurisdiction.

## Part B: Dentons UKMEA Region Location Terms

### How these Terms Apply

46. Many Dentons entities within the UKMEA Region also operate under their own Location Terms to meet local practicing, ethical, tax and regulatory requirements. These Location Terms supplement and modify the Terms above. When you enter into an Engagement Agreement with a Dentons Legal Practice operating from a particular location in the Dentons UKMEA region, the Location Terms for that location will also apply. If there are no Location Terms listed for a Dentons Legal Practice, then only the Terms apply.

### Index of Location Terms

#### A. Bahrain Location Terms

47. **Application:** The Bahrain Location Terms apply to the Legal Practice of Dentons & Co operated from offices in Manama, Kingdom of Bahrain.
48. **Fees in contentious matters:** Even if you are successful in any action litigated in Bahrain, it is rare for the other party to be made to pay your costs. This does not, however, affect your obligation to pay our fees, set out in these Terms.
49. **Invoices:** We may charge you interest or a compensatory fee on any invoice not paid within one month after delivery. Interest or the compensatory fee will accrue daily on any unpaid amounts at the rate of 15 percent per annum and is payable on demand.
50. **Complaints:** If you are in any way dissatisfied with any aspect of our service and we cannot together resolve the problem, you may refer the matter to the Ministry of Justice and Islamic Affairs.
51. **Retention of records:** We will destroy the Client File and all associated documents 15 years after the matter has finished.
52. **Governing Law and Courts:** The laws of England and Wales govern all of the agreements and arrangements between you and us relating to our services. If, subject to clause 46 of the Terms, any claim, dispute or difference of any kind arises out of or in connection with those agreements or arrangements (for example, any question regarding their existence, validity or termination), you and we each agree to submit to the exclusive jurisdiction of the Bahrain courts.

#### B. Egypt Location Terms

53. **Application:** The Egypt Location Terms apply to the Legal Practice of Dentons Egypt LLC operated in association with the Afifi Law Office from offices in Cairo, Egypt.
54. **Fees in Contentious Matters:** Even if you are successful in any action litigated in Egypt, the other party cannot be made to pay your costs. This does not affect your obligation to pay our fees, set out in these Terms.
55. **Invoices:** Our invoices are payable in full in US dollars when delivered. We may charge you interest or a compensatory fee on any invoice not paid within one month after delivery. Interest or the compensatory fee will accrue daily on the unpaid amounts at the rate at the time being on judgment debts and is payable on demand.

56. **Governing Law and Courts:** Egyptian law governs all of the agreements and arrangements between you and us relating to our services. If, subject to clause 46 of the Terms, any claim, dispute or difference of any kind whatsoever arises out of or in connection with those agreements or arrangements (for example, any question regarding their existence, validity or termination), you and we each agree to submit to the exclusive jurisdiction of the Egyptian courts.

#### C. Jordan Location Terms

57. **Application:** The Jordan Location Terms apply to the Legal Practice of Safwan Moubaydeen Law Firm (the Associate Office) when acting in association with Dentons & Co from offices in Amman, Jordan.
58. **Association Relationship:** Dentons & Co provides services in Jordan through the Associate Office. This is required to meet local regulatory restrictions for legal practice in that jurisdiction. Therefore, when you engage Dentons & Co to provide services in Jordan, your engagement will be with the Associate Office, which will then appoint Dentons & Co by subcontract to provide such services.
59. **Responsibility for Matters:** On each engagement there will be a Dentons partner responsible for your matter. To the extent permitted under local law, a legal professional from Dentons & Co will have the day-to-day conduct of your matter and may send you the Letter and related invoices on behalf of the Associate Office.

#### 60. Advocates in Contentious Matters:

For litigation conducted in Jordan, the Associate Office acts for clients in a similar capacity to that of solicitors in England, instructing local advocates in much the same way as one would instruct a barrister in England. However, such advocates prefer, and usually insist on, being paid a fee calculated as a percentage of the amount claimed and agreed in advance. Sometimes, depending on the case, if the Associate Office feels it is beneficial to you or required in that particular instance, it may negotiate an hourly charging rate for the advocate concerned.

61. **Fees in Contentious Matters:** Even if you are successful in any action litigated in Jordan, it is rare for the courts to require the other party to pay the full amount of your costs. If you lose the case, you may have to pay an amount towards the opponent's costs. This is a complex subject which the Associate Office or Dentons & Co can explain further if you wish. This does not affect your obligation to pay our fees, set out in these Terms.

62. **Invoices:** You may be charged interest or a compensatory fee on any invoice not paid within one month after delivery. Interest or the compensatory fee will accrue daily on the unpaid amounts at the rate of 15 percent per annum and will be payable on demand. The Associate Office has agreed that Dentons & Co may collect fees, costs, disbursements and VAT on its behalf. This arrangement does not create a contractual relationship between you and Dentons & Co.

63. **Governing Law and Courts:** The laws of Jordan govern all representation engagements between you and the Associate Office acting in association with Dentons & Co. If, subject to clause 46 of the Terms, any claim, dispute or difference of any kind whatsoever arises out of or in connection with those agreements or arrangements (for example, any question regarding their existence, validity or termination), you and we each agree to submit to the exclusive jurisdiction of the Jordanian courts.

#### D. Kingdom of Saudi Arabia Location Terms

64. **Application:** The Kingdom of Saudi Arabia (the KSA) Location Terms apply to The Law Firm of Wael A. Alissa (the Associate Office) when acting in association with Dentons & Co from offices in Riyadh, KSA.

65. **Association Relationship:** Dentons & Co provides services in the KSA through the Associate Office. This is required to meet local regulatory restrictions for legal practice in that jurisdiction. Therefore, when you engage Dentons & Co to provide services in the KSA, your engagement will be with the Associate Office, which will then appoint Dentons & Co by subcontract to provide such services.
66. **Responsibility for Matters:** On each engagement there will be a Dentons partner responsible for your matter. To the extent permitted under local law, a legal professional from Dentons & Co will have the day-to-day conduct of your matter and may send you the Letter and related invoices on behalf of the Associate Office.
67. **Advocates in Contentious Matters:** For litigation conducted in KSA, the Associate Office acts for clients in a similar capacity to that of solicitors in England, instructing local advocates in much the same way as one would instruct a barrister in England. However, such advocates prefer, and usually insist on, being paid a fee calculated as a percentage of the amount claimed and agreed in advance. Sometimes, depending on the case, if the Associate Office feels it is beneficial to you or required in that particular instance, it may negotiate an hourly charging rate for the advocate concerned.
68. **Fees in Contentious Matters:** Even if you are successful in any action litigated in KSA, it is rare for the courts to require the other party to pay the full amount of your costs. If you lose the case, you may have to pay an amount towards the opponent's costs. This is a complex subject which the Associate Office or Dentons & Co can explain further if you wish. This does not affect your obligation to pay our fees, set out in these Terms.
69. **Invoices:** You may be charged interest or a compensatory fee on any invoice not paid within one month after delivery. Interest or the compensatory fee will accrue daily on the unpaid amounts at the rate of 15 percent per annum and will be payable on demand. The Associate Office has agreed that Dentons & Co may collect fees, costs, disbursements and VAT on its behalf. This arrangement does not create a contractual relationship between you and Dentons & Co.
70. **Governing Law and Courts:** The laws of KSA govern all representation engagements between you and the Associate Office acting in association with Dentons & Co. If, subject to clause 46 of the Terms, any claim, dispute or difference of any kind whatsoever arises out of or in connection with those agreements or arrangements (for example, any question regarding their existence, validity or termination), you and we each agree to submit to the exclusive jurisdiction of the KSA courts.
71. **Application:** The Kuwait Location Terms apply to the Legal Practice of Al-Shehab & Partners (the Associate Office) when acting in association with Dentons & Co from offices in Kuwait.
72. **Association Relationship:** Dentons & Co provides services in Kuwait through the Associate Office. This is required to meet local regulatory restrictions for legal practice in that jurisdiction. Therefore, when you engage Dentons & Co to provide services in Kuwait, your engagement will be with the Associate Office, which will then appoint Dentons & Co by subcontract to provide such services.
73. **Responsibility for Matters:** On each engagement there will be a Dentons partner responsible for your matter. To the extent permitted under local law, a legal professional from Dentons & Co will have the day-to-day conduct of your matter and may send you the Letter and related invoices on behalf of the Associate Office.
74. **Advocates in Contentious Matters:** For litigation conducted in Kuwait, the Associate Office acts for clients in a similar capacity to that of solicitors in England, instructing local advocates in much the same way as one would instruct a barrister in England. However, such advocates prefer, and usually insist on, being paid a fee calculated as a percentage of the amount claimed and agreed in advance. Sometimes, depending on the case, if the Associate Office feels it is beneficial to you or required in that particular instance, it may negotiate an hourly charging rate for the advocate concerned.
75. **Fees in Contentious Matters:** Even if you are successful in any action litigated in Kuwait, it is rare for the courts to require the other party to pay the full amount of your costs. If you lose the case, you may have to pay an amount towards the opponent's costs. This is a complex subject which the Associate Office or Dentons & Co can explain further if you wish. This does not affect your obligation to pay our fees, set out in these Terms.
76. **Invoices:** You may be charged interest or a compensatory fee on any invoice not paid within one month after delivery. Interest or the compensatory fee will accrue daily on the unpaid amounts at the rate of 15 percent per annum and will be payable on demand. The Associate Office has agreed that Dentons & Co may collect fees, costs, disbursements and VAT on its behalf. This arrangement does not create a contractual relationship between you and Dentons & Co.
77. **Governing Law and Courts:** The laws of the State of Kuwait govern all representation engagements between you and the Associate Office acting in association with Dentons & Co. If, subject to clause 46 of the Terms, any claim, dispute or difference of any kind whatsoever arises out of or in connection with those agreements or arrangements (for example, any question regarding their existence, validity or termination), you and we each agree to submit to the exclusive jurisdiction of the Kuwaiti courts.
- F. Qatar Location Terms**
78. **Application:** The Qatar Location Terms apply to the Legal Practice of Dentons & Co operated from offices in Doha, Qatar.
79. **Fees in Contentious Matters:** Even if you are successful in any action litigated in Qatar, it is rare for the other party to be made to pay your costs. This does not affect your obligation to pay our fees, set out in these Terms.
80. **Invoices:** We may charge you interest or a compensatory fee on any invoice not paid within one month after delivery. Interest or the compensatory fee will accrue daily on any unpaid amounts at the rate of 15 percent per annum and is payable on demand.
81. **Retention of records:** We will destroy the Client file and all associated documents 15 years after the matter has finished.
82. **Governing Law and Courts:** The Rules of the QFC govern all the agreements and arrangements between you and us relating to our services. If, subject to clause 46 of the Terms, any claim, dispute or difference of any kind whatsoever arises out of or in connection with those agreements or arrangements (for example, any question regarding their existence, validity or termination), you and we each agree to submit to the exclusive jurisdiction of the QFC courts.
- G. Singapore Location Terms**
83. **Application:** The Singapore Location Terms apply to the Legal Practice of Dentons UKMEA LLP operated from offices in Singapore.

R.B



84. **Invoices:** We may charge you interest on any invoice not paid within one month after delivery. Interest will accrue daily on any unpaid amounts at the rate of 15 percent per annum and is payable on demand.
85. **Money on Account:** Any moneys you pay us on account of our fees, costs and any applicable taxes will be held by our head office in a bank account in London, United Kingdom.
86. **Rights of Third Parties:** Clause 3 of the Terms applies notwithstanding the Contracts (Rights of Third Parties) Act 1999.
87. **Governing Law and Courts:** English law governs all of the agreements and arrangements between you and us relating to our services except where Singaporean law is mandatory. If, subject to clause 46 of the Terms, any claim, dispute or difference of any kind whatsoever arises out of or in connection with those agreements or arrangements (for example, any question regarding their existence, validity or termination), you and we each agree to submit to the exclusive jurisdiction of the English courts.
- H. Sultanate of Oman Location Terms**
88. **Application:** The Sultanate of Oman Location Terms apply to the Legal Practice of Dentons & Co, Oman Branch operated from offices in Muscat, Sultanate of Oman. It is registered in Oman under Commercial Registration No. 1/65635/0.
89. **Invoices:** We may charge you interest or a compensatory fee on any invoice not paid within one month after delivery. Interest or the compensatory fee will accrue daily at 15 percent per annum and is payable on demand.
90. As well as our fees, we will charge you costs and expenses we incur, for example charges for searches, couriers, information services, travel, translation fees (both internal (calculated by reference to the number of pages translated at our standard rate of Omani Riyals (RO) 25 per page) and external), notarization, government and court fees. Other incidental disbursements such as postage, telephone and other petty disbursements will be charged in addition to our fees and it is our normal practice to charge incidentals at a flat rate of 4.5 per cent of our professional fees. We will also charge for other costs (for example, photocopying and CD preparation charges) at our standard rates from time to time.
91. **Retention of records:** We will destroy the Client File and all associated documents 10 years after the matter has finished.
92. **Governing Law and Courts:** Omani law governs all of the agreements and arrangements between you and us relating to our services. If, subject to clause 46 of the Terms, any claim, dispute or difference of any kind whatsoever arises out of or in connection with those agreements or arrangements (for example, any question regarding their existence, validity or termination), you and we each agree to submit to the exclusive jurisdiction of the Omani courts.
- I. United Arab Emirates Location Terms**
93. **Application:** The UAE Location Terms apply to the Legal Practice of Dentons & Co operated from offices in Abu Dhabi, Dubai and the Dubai International Financial Centre (DIFC), United Arab Emirates.
94. **Advocates in Contentious Matters:** For litigation conducted in the UAE, we act for clients in a similar capacity to that of solicitors in England, instructing local advocates in much the same way as one would instruct a barrister in England. However, such advocates prefer, and usually insist on, being paid a fee calculated as a percentage of the amount claimed and agreed in advance. Sometimes, depending on the case, if we feel it is beneficial to you or required in that particular instance, we may negotiate an hourly charging rate for the advocate concerned.
95. **Fees in Contentious Matters:** Even if you are successful in any action litigated in the UAE, it is rare for the courts to require the other party to pay the full amount of your costs. If you lose the case, you may have to pay an amount towards the opponent's costs. This is a complex subject which we can explain further if you wish. This does not affect your obligation to pay our fees, set out in these Terms.
96. **Invoices:** We may charge you interest or a compensatory fee on any invoice not paid within one month after delivery. Interest or the compensatory fee will accrue daily on the unpaid amounts at the rate of 15 percent per annum and is payable on demand.
97. **Retention of records:** We will destroy the Client File and all associated documents 15 years after the matter has finished.
98. **Governing Law and Courts:** All the agreements and arrangements between you and us relating to our services:
- in Abu Dhabi shall be governed by Abu Dhabi and the federal laws of the UAE; and
  - in Dubai shall be governed by Dubai and the federal laws of the UAE.
- If, subject to clause 46 of the Terms, any claim, dispute or difference of any kind whatsoever arises out of or in connection with those agreements or arrangements (for example, any question regarding their existence, validity or termination), you and we each agree to submit to the exclusive jurisdiction of the following respective courts:
- in Abu Dhabi for all engagements with our Abu Dhabi branch office;
  - in Dubai for all engagements with the our Dubai branch office
- J. United Kingdom Location Terms**
99. **Application:** The United Kingdom Location Terms apply to the Legal Practice of Dentons UKMEA LLP, operated from offices in London and Milton Keynes, United Kingdom. Dentons UKMEA LLP is registered for VAT purposes with VAT registration number GB 100 1095 89.
100. **Money on Account:** We will pay you any amount of interest earned on moneys we hold to your account that exceeds £50 and keep any lesser amounts until you instruct us otherwise.
101. **Fees in Contentious Matters:** You will be responsible for paying our invoices in full regardless of any order for costs made against an opponent. In litigation before the English courts the following costs outcomes are possible:
- if you lose a case, you will probably have to pay your opponent's costs as well as your own.
  - if you win your case, your opponent will not necessarily be made to pay your costs;
  - the court may impose a limit on costs that can be recovered in certain proceedings.
102. If the court orders us to pay any costs because of the way in which you instructed us to conduct a matter, or because you did not put us in funds or give us adequate and timely instructions, we may charge those costs to you.
103. **Invoices:** We may charge you interest on any invoice not paid within one month after delivery. Interest will accrue daily at the rate for the time being on judgment debts and is payable on demand.

RB



104. **Rights of Third Parties:** Clause 3 of the Terms applies notwithstanding the Contracts (Rights of Third Parties) Act 1999
105. **Financial Services and Markets Act 2000:** Our services may involve regulated activities relating to investments within the meaning of the Financial Services and Markets Act 2000. We are not authorized by the Financial Conduct Authority under that Act. We may, however, undertake activities (such as arranging and advising), which are incidental to our legal services or which may reasonably be regarded as a necessary part of them. In doing so we are regulated by the SRA. You should not interpret anything in any of our communications with you as advice on the merits of acquiring or disposing of particular investments or as an invitation or inducement to engage in any investment activity.
106. **Market Abuse Directive:** We expect you to tell us when you require us to establish and maintain an insider list to comply with your obligations under the Market Abuse Directive (2003/6/ EC) and any rules made under it (together the MAD). If you request a copy of an insider list you have asked us to maintain, we will provide it as soon as possible at any time up to five years and one day after the list was drawn up or updated. We will take all necessary measures to ensure that any person whose name is on an insider list acknowledges their legal and regulatory duties and is aware of the sanctions for misuse or improper circulation of such price-sensitive information. Correspondingly, you must keep confidential any insider list we give you and only use it for compliance with the MAD.
107. **Complaints:** If you are not satisfied with how we have dealt with your complaint, you have the right to refer your complaint to the Legal Ombudsman. You may write to the Legal Ombudsman at PO Box 6806, Wolverhampton WV1 9WJ, or contact the Ombudsman by email ([enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)) or phone (0300 555 0333). If you decide to refer your complaint to the Legal Ombudsman, you must make the referral within six months of your last contact with us. In the case of a bill, you may have the right to apply to the court for an assessment under Part III of the Solicitors Act 1974.
108. **Distance Selling Regulations:** This clause applies only if you are an individual and new client to the firm who we have not met in person before agreeing to act for you. Under the Consumer Protection (Distance Selling) Regulations 2000, you have a seven-day "cooling off" period during which you may decide not to have us act for you after all. During this time we may not start work for you. Please let us know in writing if you decide to cancel your instructions. If you authorise us to start work immediately, this right to cancel no longer applies and we can start work at once.
109. **Governing Law and Courts:** English law governs all of the agreements and arrangements between you and us relating to our services. If, subject to clause 46 of the Terms, any claim, dispute or difference of any kind whatsoever arises out of or in connection with those agreements or arrangements (for example, any question regarding their existence, validity or termination), you and we each agree to submit to the exclusive jurisdiction of the English courts.

**ΣΥΜΦΩΝΙΑ ΤΩΝ ΑΡΘΡΩΝ 1.4 ΚΑΙ 5.2 ΤΗΣ ΣΥΜΒΑΣΗΣ ΠΑΡΟΧΗΣ  
ΝΟΜΙΚΩΝ ΥΠΗΡΕΣΙΩΝ ΠΡΟΣ ΤΟ ΔΗΜΟΣΙΟ ΣΕ ΘΕΜΑΤΑ ΕΛΛΗΝΙΚΟΥ  
ΔΙΚΑΙΟΥ ΣΧΕΤΙΚΑ ΜΕ ΣΥΜΒΑΣΕΙΣ ΠΑΡΑΧΩΡΗΣΗΣ  
ΑΥΤΟΚΙΝΗΤΟΔΡΟΜΩΝ ΚΑΙ ΜΕΤΑΦΟΡΙΚΩΝ ΥΠΟΔΟΜΩΝ ΤΗΣ ΧΩΡΑΣ**

Στην Αθήνα σήμερα την .10.2013:

1. το Ελληνικό Δημόσιο, νόμιμα εκπροσωπούμενο από τον Υπουργό Οικονομικών, κύριο Ιωάννη Στουρνάρα και τον Υπουργό Υποδομών, Μεταφορών και Δικτύων, κύριο Μιχαήλ Χρυσοχοΐδη (ο «**Εντολέας**»)

και

2. οι συμπράττουσες δικηγορικές εταιρείες με την επωνυμία (α) «**Ζέμπερης, Μαρκεζίνης, Λάμπρου & Συνεργάτες**», που εδρεύει στην Αθήνα, οδός Ομήρου αρ. 18, με ΑΦΜ 997864280, Δ.Ο.Υ. Δ' Αθηνών και (β) «**Τσιμπανούλης & Συνεταίροι Εταιρία Δικηγόρων**», που εδρεύει στην Αθήνα, οδός Ομήρου αρ. 18, με ΑΦΜ 999822825, Δ.Ο.Υ. Δ' Αθηνών (από κοινού ο «**Σύμβουλος**»), εκπροσωπούμενων αντιστοίχως (α) από τον κ. Αθανάσιο Λάμπρου, διαχειριστή, και (β) από τον κ. Δημήτριο Τσιμπανούλη, διαχειριστή,

(εφεξής «**αυτός**» ως άνω συμβαλλόμενοι από κοινού καλούμενοι τα «**Μέρη**» ή τα «**Συμβαλλόμενα Μέρη**»),

λαμβάνοντας υπόψη τα ακόλουθα :

**ΠΡΟΟΙΜΙΟ**

- (Α) Με την υπ' αριθ. ~~244~~ 200/25.01.2012 (ΑΔΑ: ΒΟΖ3Η-9Ω1) απόφαση της Διυπουργικής Επιτροπής Αναδιαρθρώσεων και Αποκρατικοποιήσεων ανατέθηκε στον Σύμβουλο – κατόπιν διαγωνιστικής διαδικασίας – η παροχή νομικών υπηρεσιών σε θέματα ελληνικού δικαίου προς το Ελληνικό Δημόσιο σχετικά με συμβάσεις παραχώρησης αυτοκινητοδρόμων και μεταφορικών υποδομών της Χώρας.
- (Β) Δυνάμει της ως άνω υπό (Α) αποφάσεως συνήφθη η από 14.2.2012 σύμβαση παροχής νομικών υπηρεσιών σε θέματα ελληνικού δικαίου προς το Δημόσιο σχετικά με συμβάσεις παραχώρησης αυτοκινητοδρόμων και μεταφορικών υποδομών της Χώρας (εφεξής: η «**Σύμβαση**»).
- (Γ) Ακολούθως εκδόθηκε η υπ' αριθ. ΕΓΔΕΚΟ 2647/12.3.2012 απόφαση του Υπουργού Οικονομικών (ΦΕΚ Β' 788/16.3.2012) «Υπείσχευση της εταιρείας «Ταμείο Αξιοποίησης Ιδιωτικής Περιουσίας του Δημοσίου Α.Ε.» στα δικαιώματα

και τις υποχρεώσεις που απορρέουν από συμβάσεις του Δημοσίου με συμβούλους αποκρατικοποίησης», με την οποία η ανώνυμη εταιρία με την επωνυμία «Ταμείο Αξιοποίησης της Ιδιωτικής Περιουσίας του Δημοσίου Α.Ε.» (εφεξής: το «**Ταμείο**») υποκατεστάθη στα δικαιώματα και τις υποχρεώσεις του Ελληνικού Δημοσίου που απορρέουν από την ως άνω υπό (Β) αναφερόμενη σύμβαση παροχής υπηρεσιών,

(Δ) Με την υπ' αριθ. .... απόφαση της Διυπουργικής Επιτροπής Αναδιαρθρώσεων και Αποκρατικοποιήσεων εγκρίθηκε, μεταξύ άλλων, το σχέδιο της παρούσας Συμφωνίας και εξουσιοδοτήθηκαν οι Υπουργοί Οικονομικών και Υποδομών, Μεταφορών και Δικτύων να υπογράψουν, για λογαριασμό του Ελληνικού Δημοσίου, την παρούσα Συμφωνία.

(Ε) Με την υπ' αριθ. .... απόφαση του Υπουργού Οικονομικών, το Δημόσιο υπεισήλθε αυτοδίκαια και χωρίς άλλη διατύπωση στα ~~τα υφιστάμενα και μελλοντικά~~ δικαιώματα και υποχρεώσεις του Ταμείου Αξιοποίησης Ιδιωτικής Περιουσίας που απορρέουν από την Σύμβαση, αποκλειστικά όμως κατά το σκέλος αυτής, το οποίο αφορά στην παροχή νομικών υπηρεσιών ως προς την Ομάδα Ι, σύμφωνα με τα ειδικότερα αναφερόμενα στην προοίμιο αυτής και να υπερέβη στα δικαιώματα και υποχρεώσεις που απορρέουν απ' αυτή και εξόψει εκτέλεση των Συμβάσεων Συμβούλων, για τα οποία έχουν υποβληθεί στο ΤΑΙΠΕΔ προλογια παροχής υπηρεσιών με/τη/την ένταξη τους της παρούσας σύμβασης..

(ΣΤ) Περαιτέρω, τα Μέρη λαμβάνουν υπόψη τα ακόλουθα :

- (i) Σύμφωνα με το άρθρο 1.4 της Σύμβασης «Εφόσον ο Εντολέας χρειαστεί την παροχή από τον Σύμβουλο νομικών υπηρεσιών και συμβουλών, πέραν εκείνων που αναφέρονται στο Παράρτημα II της παρούσας, ο Σύμβουλος αναλαμβάνει να παρέχει τις υπηρεσίες αυτές που ειδικώς θα του αναθέτει ο Εντολέας ανταποκρινόμενος εντός του εύλογως απαιτούμενου χρόνου στη σχετική εντολή, αντί εύλογης πρόσθετης αμοιβής που, υπό την επιφύλαξη της παραγράφου 4.6, θα συμφωνείται καλόπιστα μεταξύ του Εντολέα και του Συμβούλου, των μερών δυναμένων να συμφωνήσουν και ανώτατη κατ' αποκοπή αμοιβή»
- (ii) Σύμφωνα με το άρθρο 5.2 της Σύμβασης «Τα μέρη δύνανται να συμφωνήσουν για την παράταση της Διάρκειας πριν ή κατά το πέρας αυτής. Ο προσδιορισμός των αμοιβών του Συμβούλου θα γίνει βάσει της παραγράφου 4.3 της παρούσας, των μερών δυναμένων να συμφωνήσουν ανώτατο όριο αμοιβής για συγκεκριμένα χρονικά διαστήματα ή συγκεκριμένο έργο».

- (iii) Δεν έχει εισέτι ολοκληρωθεί η διαδικασία επαναδιαπραγμάτευσης των συμβάσεων Παραχώρησης της Ομάδας I της Σύμβασης, ενώ η διάρκεια της Σύμβασης λήγει στις 18.11.2013, καθώς και ότι
- (iv) Ο Σύμβουλος έχει ήδη παράσχει κατ' εντολήν του Εντολέα, μέσω του Ειδικού Διαπραγματευτή, κ. Ευθύμιου Βιδάλη, νομικές υπηρεσίες και συμβουλές ως προς τις συμβάσεις Παραχώρησης της Ομάδας I, οι οποίες έχουν υπερβεί κατά πολύ το περιγραφόμενο στο Παράρτημα II της Σύμβασης αντικείμενο και την αρχικώς εκτιμηθείσα απασχόληση του Συμβούλου.

**συμφωνούν και αποδέχονται από κοινού τα ακόλουθα:**

---

## **1. ΠΡΟΣΘΕΤΕΣ ΝΟΜΙΚΕΣ ΥΠΗΡΕΣΙΕΣ**

- 1.1 Για τις πρόσθετες νομικές υπηρεσίες που έχει παράσχει και εξακολουθεί να παρέχει ο Σύμβουλος, σε συμμόρφωση της σχετικής εντολής του Εντολέα, αποκλειστικά σε σχέση με την Ομάδα I και καθ' υπέρβαση των υπηρεσιών που αναφέρονται στο Παράρτημα II της Σύμβασης, τα Μέρη συμφωνούν ως ανώτατη αμοιβή το ποσό των τετρακοσίων πενήντα χιλιάδων Ευρώ (€450.000) πλέον ΦΠΑ, πέραν του αρχικώς συμφωνηθέντος, στο στοιχείο (α) της παραγράφου 4.3 της Σύμβασης, ανωτάτου ορίου.
- 1.2 Ο υπολογισμός της ως άνω αμοιβής του Συμβούλου για τις επιπρόσθετες υπηρεσίες γίνεται με βάση την ωριαία απασχόληση των δικηγόρων του Συμβούλου (εταίρων και συνεργατών), σύμφωνα με τα ειδικότερα οριζόμενα στο άρθρο 4.1 της Σύμβασης.

## **2. ΠΑΡΑΤΑΣΗ ΔΙΑΡΚΕΙΑΣ**

- 2.1 Τα Μέρη, κατ' εφαρμογή του όρου 5.2 της Σύμβασης, συμφωνούν την παράταση της διάρκειας της Σύμβασης, η οποία έληγε στις 18.11.2013, μέχρι την 28<sup>η</sup> Φεβρουαρίου 2014. Η δια του παρόντος συμφωνούμενη παράταση αφορά αποκλειστικά νομικές υπηρεσίες παρεχόμενες από τον Σύμβουλο σε σχέση με τις συμβάσεις Παραχώρησης της Ομάδας I.
- 2.2 Η αμοιβή του Συμβούλου για την εκ μέρους του παροχή νομικών υπηρεσιών για την Ομάδα I κατά την περίοδο της ως άνω συμφωνούμενης παράτασης, περιλαμβανομένων και των προσθέτων νομικών υπηρεσιών που τυχόν απαιτηθούν αναφορικά με την Σύμβαση Παραχώρησης του έργου Κόρινθος – Τρίπολη –Καλαμάτα (ΜΩΡΕΑΣ) περιορίζεται, κατ' ανώτατο όριο, στο ποσό των ενενήντα χιλιάδων Ευρώ (90.000€) πλέον ΦΠΑ.

2.3 Ο υπολογισμός της αμοιβής του Συμβούλου κατά την περίοδο της παράτασης θα γίνεται ομοίως με βάση την ωριαία απασχόληση των δικηγόρων του Συμβούλου (εταίρων και συνεργατών) σύμφωνα με τα οριζόμενα στο άρθρο 4.1 της Σύμβασης.

**3.** Κατά τα λοιπά συνεχίζουν να ισχύουν οι όροι της Σύμβασης.

Η παρούσα Σύμφωνία συντάχθηκε σε πέντε (5) πρωτότυπα, εκ των οποίων ~~δύο~~-τρία (3) έλαβε ο Εντολέας και από ένα (1) η κάθε συμπράττουσα Εταιρία Δικηγόρων.

### ΟΙ ΣΥΜΒΑΛΛΟΜΕΝΟΙ

Για το Ελληνικό Δημόσιο

---

Ιωάννης Στουρνάρας

Υπουργός Οικονομικών

---

Μιχάλης Χρυσοχοϊίδης

Υπουργός Υποδομών, Μεταφορών  
και Δικτύων

Για την Εταιρία Δικηγόρων  
**«Τσιμπανούλης & Συνεταίροι»**

Για την Εταιρία Δικηγόρων  
**«Ζέμπερης, Μαркеζίνης,  
Λάμπρου & Συνεργάτες»**

---

Δημήτρης Τσιμπανούλης

Διαχειριστής

---

Αθανάσιος Λάμπρου

Διαχειριστής

